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The Solicitors' Journal.

LONDON, AUGUST 19, 1871.

IT IS RARELY that the interest of "personal explanations" is so entirely personal to the individuals making them, as is the case with the discourses with which the House of Commons has been favoured for several nights alternately by the Solicitor-General and Mr. Vernon Harcourt. Whether a particular statute, enacted originally in the time of Charles II., for reasons arising solely out of the circumstances of the day, as plainly appears from its language, was or was not repealed, is of so little importance, either practically or as the foundation of any useful argument upon the question raised by the recent Royal warrant, that it could only be worth while to contradict the statement for the purpose of snubbing the individual making it, and only worth while to re-assert it for the sake of offended dignity and to return the snub.

Humbler individuals may, however, learn some lessons from the proceedings. In the first place, when you happen for your own purposes to refer to a book usually considered an elementary one, such for instance as Blackstone, and to find there the statement which you require, do not, when you enunciate the proposition, assume that it is necessarily an elementary one, or even that it is indisputable, and above all, do not introduce it with the preface that "every child in law" knows it. It is a very wise child that knows everything in Blackstone, as the Solicitor-General has probably by this time discovered; and although, as we think, it turns out that in this instance Blackstone and the Solicitor-General were right, and the words which he quoted do stand unrepealed upon the Statute-book of England (for what they are worth, which, however, is little), yet certainly there is so much doubt upon the matter that the knowledge of the children in question must be due rather to the simplicity of their faith in what they find written, than to the simplicity of the subject matter.

The case stands thus. The Act 13 Car. 2, c. 6, after a declaratory preamble that "the supreme government, command, and disposition of the militia and all other forces" belong to the King, which was mainly intended to establish the illegality of the proceedings of the then recent Parliaments, proceeded to provide for the present regulation of the militia. These provisions have of course from time to time been superseded by other Acts, and thus the enacting part of the statute, if not expressly repealed, became obsolete. In the same session of Charles II. and the previous one statutes were passed for disbanding the standing army then in existence, retaining only the militia. A small standing army was, however, kept up by Charles II. and James II., of their own authority, until the Bill of Rights enacted that the keeping of a standing army in time of peace, "without the consent of Parliament," was against the law. This is relied on by Mr. Vernon Harcourt as altering the Royal authority over the army, but it will be observed that it in no way does so, the disposition of such an army as may be raised with the consent of Parliament being left, as before, to the Crown. That consent, as is well known, has for many years been given annually. In 1809 the Act was passed which, in effect, declared it unlawful to buy and sell commissions in the army except at such prices as should be fixed by regulations made or to be made by his Majesty. In 1863 a Statute Law Revision Act passed which professed to repeal certain Acts which it recited had ceased to be in force otherwise than by express repeal, or which had by change of circumstances become unnecessary. By this, the statute of Charles II. was repealed, except as to the preamble. Now this exception of the preamble might mean that the preamble had already been expressly repealed, and, therefore, no further repeal was necessary. It is clear, however, that this was not meant. The result therefore is, as the Solicitor-General says, that the preamble remains, and it must be taken as a statutory declaration that the government, command, and disposition of the army is vested in the Crown, although the enacting parts of the statute had, prior to 1863 become obsolete, and were then expressly repealed. It is clear, however, that government, command, and disposition mean little more than command. The next lesson that may be learnt in the matter is not to rely too implicitly on the recent revised edition of the statutes, from which this preamble is omitted. It is curious that this discussion should have elicited this fact so soon after Mr. Tomline's discovery.

OUR READERS may possibly remember an important case which recently came before the Court of Queen's Bench. We allude to the case of *The Queen* v. *The Commissioners of the Treasury*. We gave a full report at the time (*ante* p. 472), from which it appears that the magistrates of the county of Lancaster obtained a rule for a *mandamus* against the Treasury directing them to pay a balance claimed by the county to defray the charges of certain criminal prosecutions, which had been disallowed by the Treasury. Lord Chief Justice Cockburn said that he knew not by what authority some gentleman at the Treasury—he knew not who—took upon himself to disallow items in a very important prosecution, and that it could not be for the due administration of public justice that what a judge orders to be done in the matter of a prosecution, and the expenses incidental thereto, should be revised by one knowing nothing of the facts, except so far as appears from the bill of costs. In consequence of these stringent remarks of the Lord Chief Justice, Sir Massey Lopes, one of the members for South Devon, moved for a return showing the balances disallowed by the Treasury for each county of England and Wales during the past seven years. This return (No. 370) has just been issued; but we regret to find that it only refers to the disallowances of the six years from 1864-69 inclusive, the accounts for 1870 not being yet examined and paid, although we have now reached the middle of August, 1871. It appears from this return that large amounts are annually disallowed in each county by the Treasury for the costs of criminal prosecutions, which amounts ought to be paid in full by the Imperial exchequer, and not by the ratepayers, upon whom falls the charge in case of disallowance. On analysing the return we find that during the six years referred to the amounts disallowed have been 6·28 per cent. in England, 11·3 per cent. in Wales, and 8·7 per cent. in England and Wales.

It should be observed that this return refers only to the disallowances for county expenditure, the boroughs not being included. We believe that a similar return for the boroughs is in preparation, and we venture to express a hope that the whole subject may come under the careful consideration of Parliament early next session.

Although the matter was not fully discussed there can be little doubt but that the Chief Justice was right in the opinion which he intimated, that there is no authority for this disallowance. The Act regulating the payment for public prosecutions is 14 & 15 Vict. c. 55, and although section 5 gives authority to the Secretary of

State to make regulations as to the scales of costs, &c., this does not give to him, much less to the Treasury, any controlling power over the amount to be allowed in any particular case, so long as the general regulations are followed. Section 6 is somewhat ambiguous in its terms, but we take the effect of it to be that the certificate of the proper "officer of the Court," so long, at all events, as he follows the regulation scale, is to be final and conclusive. This appears from the latter part of the clause as to the effect of a magistrate's certificate.

The return shows some curiosities as regards the amount disallowed in the various counties. Thus, the county of Lancaster, the magistrates of which elicited the strong opinion referred to from the Chief Justice, appears very decidedly to profit by the practice of the Treasury. The gross cost of prosecutions in that county is larger than any other, but the proportion disallowed by the Treasury is much less, being not much over one per cent. in six years, and in several years very much less. The ratepayers of that county have therefore a very small charge directly imposed upon them for their own prosecutions, while of course they indirectly profit by the disallowances in other counties, by which a less expense is thrown on the Imperial Exchequer.

THE LODGERS' GOODS PROTECTION BILL, as amended is now applicable only to lodgers, those parts of the bill which, as originally proposed, extended to under-tenancies generally having been expunged. This, of course, lessens the dissatisfaction which was felt at a measure, introducing so extensive a change into one of the oldest principles of our law, being left to be carried out by the action, and on the responsibility, of private members of Parliament. Had the bill passed in the state in which it was at first framed, we think that the position of a landlord in regard to his remedy for enforcing his rights as a creditor, from being, according to the long prevalent opinion, exceptionally advantageous, would have become one of the worst. It should be remembered that from the nature of real property the person who is allowed to acquire the possession of it as tenant, and become liable to the owner in respect of the rent, must stand in a position towards his landlord essentially different from that of an ordinary debtor towards his creditor. In the latter case the debt is, or may be, ascertained and the amount limited, while in the case of a tenant no *festinum remedium* which the Legislature is ever likely to sanction, as against a defaulting tenant, will enable a landlord to recover possession of his property without the lapse of some period, more or less extended, during which it will remain in the control of the tenant, increasing the debt already incurred, and subject to the injury which such kind of property is liable to receive from a destitute, and, perhaps, reckless man in possession. The landlord's control during the continuance of the tenancy over the internal arrangement of the property (if any) is necessarily limited, and, in fact, he would, in most cases, be a trespasser in law if he attempted to obtain actual proof of what might be going on by personal inspection.

The power which the tenant has by means of the possession, even while neglecting his own obligations, of giving to others possessory rights which, whether good or bad against the landlord, must, *vi naturæ suæ*, avail against him, until by process of law he has subverted them, makes the contract of tenancy one *sui generis*, and justifies the landlord's having a remedy against the extraneous person who, whether he wills it or not, may have acquired possessory rights in his property. It is a mistake to say that the spirit of legislation, whether Parliamentary or judicial, has been exclusively governed by a regard for landlord rights; on the contrary, we think there have always been appreciable indications of the influence of a sentiment that the State has an interest in its citizens not being under any circumstances suddenly rendered homeless, and that no undue leaning has ever been shown in favour of celerity of process for enabling landlords to turn their tenants into the street. The landlord's power of distraining for his rent on *all* the goods found on his property seems to be only an equitable correlative right, and necessary for his protection.

Cases of hardship no doubt arose from this power of the landlord to distrain on all the goods found on the premises, without reference to whether the owner of such goods was himself a defaulter in payment of any claim for rent he might be liable to. This hardship, however, is one that is not peculiar to this branch of the law. The maxim of *caveat emptor* may produce instances of hardship equally great, as in the familiar case of a purchase made, otherwise than in market overt, of a chattel of which the vendor is not the owner, in which case the purchaser may have to pay the price over again to the true owner. So where a purchaser of real property accepts a conveyance from, and pays the purchase-money to, a man who afterwards turns out to have a bad title, he may lose both the estate and the money. All lawyers know the theoretical, and sometimes the practical, hardship of these cases, which, when they do occur may vie with the most sensational sketches which editorial imaginations have drawn of the misfortunes of spinster sempstresses, wronged by the defaults of their immediate landlords. The general law of contract, however, still remains, and is likely to continue so to do, upon the basis of imposing upon each party to it the duty of ascertaining and satisfying himself of the ability of the opposite party to fulfil the obligation he is about to enter into with him.

It may be quite right, as a measure of police, and as part of the doctrine of what it is now the fashion to call *status*, as opposed to contract, to assume that the persons of whom the classes of letters and takers of lodgings are in the main composed, are peculiarly liable on the one hand, as letters of lodgings, to fail in the duty of paying their own rent, and on the other as lodgers, to become tenants to persons of whose character and means they are ignorant, and so that the remedy intended by such a measure as this may be specially needed in their particular relation.

Such measures must, however, be considered as anomalies in the science of the law, and are to be classed in the same category as those laws which are intended to protect certain classes of persons, such as minors, sailors, and some others, to whom the law imputes a qualified imbecility in the matter of contract.

CONDITIONS—WHETHER PERFORMANCE IS EXCUSED BY PERSONAL DISABILITIES.

Owing, probably, to the want of any other method, in our early law of real property, for rendering more flexible the mode of transferring and dealing with interests in land, than was admitted by the simple and rigid doctrines of the common law feoffment, the practice of attaching conditions to the estate created arose; as affording the means of making such arrangements as were most obviously needed to meet the wants of early commerce in the soil, and to this we may, perhaps, refer the comprehensive efficacy which was attributed to the condition. Being, in fact, a kind of law or bridle which the owner of the estate, although going through the forms of the feoffment, was still enabled to annex to the act of alienation, and which might stay or suspend the same, and make it uncertain whether it should take effect or not. Consequently, the force of a condition accompanied the land and extended to and bound all persons into whose hands it came. So that even a disseisor or the lord by escheat were bound by a condition (Perk, section 819). These persons were not bound by the use at common law, for they were said to come in *above* it, and this difference illustrates the inherent nature of the condition in regard to the land (Sand. Uses, 57). The rules which arose in early times in reference to real property, then the chief subject of consideration, we know, were largely imported into analogous questions (or those

in which a fancied analogy was seen) in regard to personal property and contracts generally.

A modification of the strictness of the law of conditions arose in the maxim that if the estate were vested subject to a condition which was possible at the time of making it, but afterwards became impossible by the act of God, the non-performance of the condition would not divest the estate (Shep. Touch. Prest. 133, and see *Laughter's case*, 5 Co. Rep. 22.) This would furnish a principle which might influence the dealing with such impossibilities as arise in reference to the personal condition of the individuals who might become liable to the performance of the condition. It is certain that even the rigour of the most stringent provisions of an Act of Parliament, such as the statute 21 Hen. 8, c. 13, requiring the residence of clergymen, might be softened, in regard to some accidental disabilities of those subject to its terms, upon the principle *impotentia excusat legem*, and these cases are excepted out of the Act by construction of law (*Butler and Goodale's case*, 6 Co. 22).

With regard to the two principal personal incapacities —coverture and infancy—the general rule, no doubt, is that conditions bind infants and *femes coverte*, although privileged against the consequences of non-entry to avoid descents (Co. Litt. 246, b.) But infants appear to be privileged against pecuniary penalties, by way of fines or increase of rent for non-payment, by the spirit of the statute of Merton, which declares *non current usuræ contra aliquem infra ætatem*, &c., but this statute does not extend to a condition of re-entry, which an infant ought to perform, for the forfeiture thereof cannot be called *usura* (*ib.*) It seems, too, that the common law was always prone to lean to a beneficent interpretation in favour of an infant to avoid a forfeiture, as the early case cited by the text writers in support of the general doctrine shows. There a man had made a feoffment with a condition of re-entry on payment of a gross sum (presumably a case of the old common law mortgage); the feoffer died, his heir within age; no payment or tender was made by or on behalf of the infant at the day, but afterwards he applied to the feoffee who enlarged the time, but when the extended day of payment arrived he refused to receive the money, whereupon the heir entered, and the feoffee re-entered, and the heir brought assize, and it was held that the assize lay—for the heir having been prevented by infancy from fulfilling the condition, and the feoffee having, by enlarging the time for payment, waived the strict right he had gained, was not permitted afterwards to turn round upon the infant, and refuse the acceptance of payment according to his own arrangement (31 Ass. Pl. 17). This case, which strictly was one of a condition precedent, as the payment was required to re-vest the estate in the heir, is one of the earliest authorities on the subject, and whilst it shows that the general rule that an infant is bound by a condition annexed to the estate, which *transit cum onere* was well established at that period, at the same time indicates the favour which infancy would receive if any ground whatever could be found for mitigating the rigour of the legal rule. This case is referred to as an authority that where the condition requires the payment of a gross sum the infant is bound by the condition, and there seems to be no inconsistency in this, for our law had declared that either the guardian in socage, or the guardian in chivalry, as the case might require, might tender in the name of the heir, both having such an interest as prevented their being accounted strangers (Co. Litt. 206, b.) The testamentary guardian of the present day would doubtless be held to possess the same power (see Butler's Note to Co. Litt. 88 b. n. 15). Similar rules would probably apply in the case of idiocy or lunacy; at least there is no case to be found which shows that a condition for payment of a gross sum would not pass with the estate to a lunatic or idiot. Indeed, that such a condition would bind seems implied by the passage in Co. Litt. (206 b), "That if the heir be an idiot, of what age soever, any man may make the tender for him in respect of his absolute disability, and the law in this case is grounded upon charity, and so in like cases."

In another early case where a testator had devised lands held *in capite* to one for life and then to another in tail, charged with the condition of payment of £5 a-year for certain poor maidens and other purposes, and the remainderman died in the lifetime of the tenant for life, and at the death of the latter the land fell to the heir of the remainderman, who was an infant, and was consequently in ward to the king, by whom the profits of the lands were absorbed, and no payment was made during the nonage of the heir, and on his attaining his majority the heir of the devisor brought ejectment for a forfeiture for breach of the condition, it was unanimously held by Coke, C.J., and all the judges of the King's Bench, that there was no forfeiture in this case, for it must be intended that the devisor meant the yearly sum to be paid out of the rents and profits, and this could not be done whilst they were absorbed by the king, and *impotentia excusat legem*, and the condition was subject to a tacit condition that the rents and profits should not be intercepted by one who claimed above the condition (*Slade* v. *Tompson*, 3 Bulst. 58).

With regard to conditional limitations, which have generally been those on which the judgments of the Courts in modern times in construing wills have turned, a benign interpretation is promoted by two principles of construction, first, that the conditions being generally in the nature of conditions subsequent for divesting an estate, are to be construed strictly; and secondly, that the intention of the testator is to be gathered from the purport of the whole will, and a rational and consistent intention is to be imputed to him, if the language will admit it. Thus, in *Fillingham* v. *Bromley* (Turn. & Russ. 530), Lord Eldon considered that a general requisition of living and residing at a house was too vague to ground a condition which should divest an estate. It was not possible to say what the testator meant. If the devisee were a member of Parliament and had a house in London, could he be said not to reside at the country house? The meaning was not clear enough for the Court to take upon itself to say there had been a forfeiture.

In *Dunne* v. *Dunne* (7 De G. M. & G. 207, 3 W. R. 380) there was a devise to a woman, who was married at the time of the devise, for life, with remainder to her son for life, with remainders over; with a proviso that the person entitled in possession should, with his or their family, reside at the mansion house, and a gift over in default. Soon after the testator's death the first devisee for life became *discoverte*, and during her widowhood refused to reside at the mansion house, and although it was held by Stuart, V.C., and affirmed by the Lords Justices (*hesitante* Turner, L.J.), that she had incurred a forfeiture, yet both in the court below and on appeal it was intimated that there might have been a difficulty if the devisee had continued under coverture. But there was here a plain breach continued, and wilfully persisted in, after her discoverture, and the forfeiture was therefore incurred.

In *Walcot* v. *Botfield* (Kay 534, 2 W. R. 393) there were two branches of a condition requiring residence. One which was applicable to all the persons who came into possession of the estate, without reference to age, either to reside or keep the premises in a suitable state, and this was not followed by any clause of forfeiture. Another, which required residence for a certain time each year, applicable only to persons of full age, and this was followed by a clause of forfeiture. The Vice-Chancellor, now Lord Hatherley, C., upheld the clause of forfeiture, and thought there was good reason in the distinction, in the first and second clauses, as when the possessors were under age they might be unable to *reside* at the house on account of education, &c., though that would not prevent the house being properly kept up. He thought the Statute of Hen. 8, requiring residence, and the case of *Butler* v. *Goodale*, very important in reference to such

clauses, and said it was evident that, under that Act, and *a fortiori* under that will, there might be excuses for non-residence, though that was not expressly provided for: though subject to this, the Act was put in force.

A strong case as to the non-liability of a *feme coverte* to be bound by a condition imposed on a gift to her has recently been referred to in an article in this journal (15 S. J. 540). The case in question, *Wilkinson* v. *Wilkinson* (19 W. R. 558), was there treated of on the assumption of its being illegal, which there is no doubt it was, and the case was rightly decided, if the necessary effect of the condition was such as was assumed by the Vice-Chancellor. There is difficulty, however, in affirming, as the decision in this case seems necessarily to do, that a condition attached to any gift to a married woman imposing a particular kind of residence is illegal, as tending to separate the husband and wife, because it *may* be inconvenient for the husband, or he *may* refuse to reside according to the requirements of the condition. Such a doctrine would be inconsistent with the case of *Dunne* v. *Dunne* (*ubi. sup.*), where the wife was known to the testator to be a married woman at the date of the will, though she became a widow after her decease; but surely the legality or illegality of a condition, in such a case, should be tested by the "*quo animo*," and must be judged of, in this respect, in reference to the time of its being made, and ought not to depend upon subsequent events. We cannot find in the circumstance of the negative form of the condition in *Wilkinson* v. *Wilkinson*, where the requisition was *not* to reside in a certain place, while in *Dunne* v. *Dunne* it was affirmative, and required residence in a particular house, sufficient to furnish any safe distinction in principle. Nor do we think that, although the motive was obvious and expressed in the one case—viz., to enforce residence in the testator's mansion, and in the other no motive was expressed, that it ought necessarily to be presumed that, in the latter case, the testator's motive was an illegal one, when he might have had perfectly moral reasons for wishing the devisee not to reside at the inhibited place. The case is, however, a very strong one to show that the personal status of a *feme coverte* may greatly modify the effect of a condition, as applicable to her exercising a certain volition. If, instead of being referred to the illegality of the condition *per se*, it had been decided on the wife's inability to comply with the condition because of her subjection to her husband, it would have been a direct affirmance of the validity of the excuse for non-compliance which all the judges in *Dunne* v. *Dunne*, including the Vice-Chancellor himself, appeared disposed to favour. We think it would have been the safer ground of the two.

It may be remarked, in passing, that these particular conditions requiring residence in a certain place were not favoured in the civil law, and seem to have been classed among illegal conditions, as tending to infringe personal freedom. This appears, from the following passage in the Digest: "*Titio centum relicta sunt ut aut a monumento meo non recedat, vel uti in illa civitate domicilium habeat; potest dici non esse locum cautioni, per quam jus libertatis infringitur*" (Dig. lib. 35, tit. 1, l. 71, s. 2).

There is not in our law books much, if any, direct authority as to the effect of personal disabilities in excusing the performance of conditions; though such indications as are to be met with seem to point, on the whole, to a strict interpretation as against the condition. Thus, where Baron and feme were bound to levy a fine at reasonable request, the feme was ill when the request was made, and the performance was excused (Moor 124, Plac. 270, Pasch. 28 Eliz.). Again, devise of lands to testator's wife during minority of devisor's son, on condition that she shall not do waste. The wife took husband and died, and the husband did waste. Held, no breach, because, to avoid a forfeiture, it should be taken strictly (*Cobb and Prior's case*, 2 Leon. 35, Latch 20).

It would seem, moreover, that whatever importance may be attached to the disability of coverture, as an excuse for non-compliance with a condition, ought, at least, to be accorded to the disability of infancy (per Lord Hardwick, *Hearle* v. *Greenbank*, 3 Atk. 712). The rule, as applicable to infants, has been sometimes thus expressed: That "such conditions as they can perform they must," and if a reasonable construction be applied to the term "can," we think this may correctly represent the rule that will be applied in the present day.

In all these cases great importance is due to the consideration of the *general* intent of the testator or the authors of the instrument containing the condition. This intent will generally be found to be that property should be enjoyed by certain individuals, while the particular or secondary intent may be, that the object aimed at by the condition should be effected, but if that cannot be accomplished, on a reasonable construction, the general intent should nevertheless have effect, and not give way to the particular one.

In a very recent case before the Master of the Rolls (*Parry* v. *Roberts*, 19 W. R. 1000), he unhesitatingly held that a condition requiring residence for two calendar months in each year in the testator's mansion house, though general in its terms, was not binding on an infant tenant in tail during his minority. The terms of the will in this case appear to justify Lord Romilly's view; but the inclination of his opinion appears to have been that such a condition would not, in any case, be binding on an infant. It would probably be safer, in the present state of the authorities, to conclude that infancy would excuse the non-performance of such a condition, unless there were something in the language, or general purport of the devise, to point to an intention to impose the obligation on the devisee, whether he might be under the disability of infancy or not. The *intention*, on this point, must, of course, be determined, as in cases under other heads of law, upon general principles of construction as applicable to the language of each instrument.

RECENT DECISIONS.

EQUITY.

SPECIAL CONDITIONS ON SALE BY THE COURT.

Nunn v. *Hancock*, V.C.M., 19 W. R. 843.

Whether the Court had the jurisdiction to direct a sale in this case is a question which we need not consider. The conditions of sale provided that as a sale of the reversionary property had been ordered, notwithstanding several infants were interested therein, the jurisdiction of the Court to make the order should not be questioned, nor should any objection or requisition be made on account of such order. Such is a condition under which the Court constantly sells. It was contended that this was a title which the Court would not compel a purchaser to take, by reason of the alleged want of jurisdiction to direct the sale. But whether there was or was not jurisdiction the purchaser was equally bound by the condition, for it distinctly called his attention to the difficulty. It is of the greatest importance that sales made under the authority of the Court should not be lightly set aside (*per* Lord St. Leonards in *Bowen* v. *Evans*, 1 Jo. & Lat. 259), but the principle, on which sales by the Court are to be conducted ought not to be more lax, as to the complete *bona fides* required, than those which are held to govern other cases (*Edwards* v. *Wickwar*, 14 W. R. 79, L. R. 1 Eq. 68). The object of special conditions, according to the Vice-Chancellor in the same case, is to protect the vendor from inquiries which he himself may be unable to satisfy, and against objections which he cannot explain away. A special condition must not be delusive; it must indicate, as *Edwards* v. *Wickwar* shows, the nature of the objection to the title. "I have always thought," said the Master of the Rolls in *Beioley* v. *Carter* (17 W. R. 130, 300), "that where the vendor wishes to preclude the purchaser from taking a particular objection to the title, which must appear on the documents

submitted to him, it is essential that the vendor should, as a matter of good faith, point out, if not the objection itself, the nature of the objection, in the conditions of sale." This is what was done in *Nunn* v. *Hancock*, and accordingly the motion by the purchaser to be relieved from his purchase was refused. The decision has been affirmed.

User of Light an Easement.

Ladyman v. *Grave*, L.C., 19 W. R. 863.

Since the Prescription Act (2 & 3 Will. 4, c. 71, s. 3) the right to the enjoyment of light is an absolute indefeasible right, without reference to the purpose for which it is used (*Yates* v. *Jack*, 14 W. R. 618, L. R. 1 Ch. 298). The Act has in no degree altered the pre-existing law as to the nature and extent of the right (*Kelk* v. *Pearson*, 19 W. R. 665), but the way in which the right may be gained is materially changed. The right conferred or recognised by the Prescription Act is a right in the character of an easement. Now, an easement is some right which the owner of a tenement has over another tenement of which he is not the owner, and it is suspended by unity of possession. He who enjoys an easement over land cannot at the same time be the owner of that land. No person, therefore, can acquire a prescriptive right to the access of light from contiguous land of which he is the possessor. It has been held that the statute converts into a right such an enjoyment only of access of light over contiguous land, as has been had for twenty years in *the character of an easement*, distinct from the enjoyment of the land itself, and places this species of negative easement on the same footing in this respect as those positive easements provided for by the other sections of the Act; if, therefore, the dominant and servient tenements are, during the prescribed period, in the occupation of the same person, no right is acquired (*Harbidge* v. *Warwick*, 3 Ex. 552). It follows from this case and *Ladyman* v. *Graves* (*sup.*) that no person can succeed in establishing a prescriptive right under the Act to the access of light from land in his own occupation as tenant from year to year, for example. In order to succeed, he must show actual enjoyment in the character of an easement, *i.e.*, without unity of possession, for twenty years; but unity of possession only suspends, and does not destroy, the inchoate right. If a man enjoy the access of light from contiguous land for nineteen years, and then take a lease of the contiguous land, it follows that his inchoate right is only suspended; and on the determination of the lease will revive and give him an indefeasible right after one year more.

Lessor and Lessee—Defects in subject of Lease.

Dixon v. *Lamare*, M. R., 19 W. R. 942.

In *Tildesley* v. *Clarkson* (10 W. R. 328, 30 Beav. 419) a contract to take a lease of a newly built house in a suburb of London, with covenants to repair, was not enforced after possession taken, on account of defects in the building, some of which were patent, on the ground that in such a contract there was an implied condition to finish and deliver the house to the incoming tenant in a state of repair proper to the character of the house. So, too, in *Dixon* v. *Lamare*, where the plaintiff had contracted to construct cellars for the purpose of storing wine, and let them to the defendant, a wine merchant, who required them for the purposes of his trade, the Court held that the defendant was entitled to repudiate his contract to take the lease after possession taken, on the ground that the cellars, as constructed, were not suitable for the purpose for which the plaintiff knew that they would be required. It was held in the well-known case of *Smith* v. *Marrable* (11 M. & W. 5) that where a man lets a house, there is an implied condition that the house shall be reasonably fit for occupation; but this cannot be said to be the rule where the defects are of a patent character. Where the building is in existence in a complete state, it is the intending lessee's duty to inspect it with a vigilant eye, and if he does not do so he is not entitled to consideration. But where, as in *Tildersley* v. *Clarkson*, there is a condition to complete an unfinished house in a particular manner, or, as in *Dixon* v. *Lamare*, to construct a cellar so as to be suitable for a wine merchant's use, there is an implied contract on the lessor's part, and, unless he performs it he will not be entitled to specific performance against the lessee. It is obvious that in such cases the lessee must depend to a great extent on the representations of the lessor, and cannot have the same opportunity, unless in a very limited degree, of making inquiries for himself respecting the building which is in course of construction as in the case of a finished building. Bearing to some extent on this case is *Lucas* v. *James* (7 Ha. 410), where a defendant was held to be entitled to refuse to complete an alleged agreement for an underlease on his discovering that the house was rendered wholly unsuitable for occupation by his family—the purpose for which the lessee knew he wanted it—by the existence of a nuisance in the adjoining house, which was, in fact, used as a brothel (see Sug. Ven. & Pur. pp. 1, 2, as to this). It is noticeable that more than two years' delay in repudiating the contract was held, in *Dixon* v. *Lamare*, not to debar the defendant from insisting on his equity; partly, it would seem, because it took him a long time to discover what the real state of the cellar was, and partly because he could not throw up his agreement until he had obtained suitable premises elsewhere.

COMMON LAW.

Custom of the Stock Exchange—Defaulting Broker.

Duncan v. *Hill*, Ex., 19 W. R. 894, L. R. 6 Ex. 255.

The defendant having bought through the plaintiffs, his brokers, shares on the Stock Exchange for the 15th of July, afterwards instructed them to carry over the shares to the 29th. They did so; but on the 18th were declared defaulters, and in accordance with the rules of the Stock Exchange all their transactions were peremptorily closed by the members who are termed by the rules "official assignees," at the prices current on that day. The differences which then had to be paid upon the shares amounted to £6,013; if the transaction had been held on till the 29th, they would have amounted to £13,404; the defendant was, therefore, a gainer by reason of the plaintiffs making default, but this cannot affect the principle involved in this action, in which the plaintiffs sought to recover as upon a contract of indemnity £6,013; the sum actually paid.

The question shortly was, had the defendant contracted to pay to the plaintiffs any sum which they would have to pay upon the peremptory closing of the account by reason of their making default, in the same way as he had no doubt contracted to pay to them any sum which they might have to pay on the settling day for which he had bought through them? Or, to state the question in other words, did his contract with the plaintiffs contain the implied term, "I promise to pay to you whatever sum you may have to pay upon the shares you purchase for me, either upon the settling day, or upon any earlier day on which you may be declared defaulters?" The Court decided that the defendant was liable, and, therefore, in effect, that this implied term was contained in his contract with the plaintiffs. The question was put by the Chief Baron, who delivered the judgment of the Court, in two ways—viz., whether it was a reasonable condition and consistent with justice that all the rules and customs of the Stock Exchange should be imported into the contract, and whether the contract was subject to all the reasonable rules and usages prevailing on the Stock Exchange—two very different propositions; but as no effort is made to show that the usage in question was a reasonable one, it must be taken that the first proposition alone is that upon the affirmance of which the judgment

is based, as it is in fact that to which the whole of the reasoning is addressed. The grounds upon which that proposition is affirmed are in substance two; and they are the same on which the Court of Exchequer Chamber proceeded in *Grissell* v. *Bristowe* (L. R. 4 C. P. 36). The first is that the purchase and sale of shares by the broker upon the Stock Exchange is itself necessarily subject to the rules and usages of the market in which he buys and sells, and of the society with whose members he (himself a member) makes the contract, and that the principal must take the contract as it stands; and, therefore, subject to those rules, or have no contract at all. This seems unanswerable; the question then must be, is this particular provision part of the contract? The test of this seems to be, does the happening of the default, and the putting in force of the rule create any breach of the contract as between the broker and the other members of the Stock Exchange with whom he has contracted? For if it creates no breach of the contract, but only causes a modification in its performance, the contingency must necessarily have formed a part of the original contract itself. Considering the whole effect of the rules of the Stock Exchange, it must probably be taken that those members with whom the defaulting broker has contracted must submit to the operation of the rule as one of the incidents to which the contract is subject, and must be content to have their transactions with him closed without any redress against him in respect of the advantage they might have gained if the transactions had been kept open to the agreed time. If this conclusion is reached, it then seems to follow, from the general principle laid down in *Grissell* v. *Bristowe*, that the principal, who is identified with his broker so far as the contract of sale is concerned, is also bound by this rule, being, as he is, also entitled through his broker to the benefit of it, through the obligation upon those with whom his broker has dealt to close the transaction at once, an obligation which in the present instance turned to his advantage. And if, in pursuance of the contract, the broker has, upon a modification of its performance caused by a contingency which was contained in its original terms, paid money, it seems to follow that he has paid it under the contract which he was authorised to make, and may, therefore, recover it from his principal. But it may be a question whether the broker has not violated his engagement to his principal, who certainly commissioned him to bargain for a particular day, and not for any earlier day, which commission he has accepted and acted upon; and whether, although he has contracted as to the sale in the only way he could contract upon the Stock Exchange, he did not, in accepting his principal's commission, impliedly contract to carry the transaction through in its regular course. An action against a defaulter would probably be barren of results; but if the circumstances should make it worth while to try the question, it cannot be concluded from the present case that a principal would have no remedy against his broker, if by reason of the broker's default in other transactions, his own transactions in a favourable market were curtailed of their profit, or if even he lost instead of gaining.

The second ground, the reasonableness of incorporating the usages, seems superfluous, if on the other ground it is shown that they must of necessity be incorporated, and after all amounts to no more than saying that the existence of a market is an advantage to those who make use of it, which certainly they are scarcely in a position to deny.

COMPULSORY REFERENCE—"MERE ACCOUNT."

Birmingham and Staffordshire Gas Company v. *Ratcliff*, Ex., 19 W. R. 776, L. R. 6 Ex. 224.

What is a matter of "mere account" within section 3 of the Common Law Procedure Act, 1854? *Primâ facie* one would say that which is matter of computation, calculation, or reckoning. Now, the actual assessment of damages in every action is a matter of mere calculation, except in the cases where the damages are not compensatory but vindictive or aggravated. That which is not computation or calculation is the ascertainment of what is to be calculated for, and the principle or standard of calculation. But where the principle or standard of calculation is one which cannot be the subject of much difference of opinion, as, for instance, the current price of goods or labour, the possible difference of opinion upon this head may fairly be regarded as too inconsiderable to take the investigation out of the category of matters of mere account. Where, again, the question is as to the fact which is to be estimated, but the question turns, not on a defence going to the root of all liability, but is only as to the *quantum*, as, for instance the amount of goods supplied or labour done, the dispute may still be fairly reckoned one of account only. Where, however, the case raises the question as to what standard shall be applied, as, for instance, whether the computation is or is not governed by a special agreement between the parties, or where the defence goes to the root of liability, as, for instance, where the liability depends upon the existence of an agency which is denied, or upon a contract, the making of which, or a tort, the commission of which, is in issue, it is impossible to say consistently with the ordinary use of language that the question is a matter of "mere account."

In the present case the plaintiffs sued the defendant for the price of gas supplied, and the defendant having obtained an order to refer, they applied to rescind it on the ground that the gas had been fraudulently abstracted. The majority of the Court (Channell and Pigott, BB.,) decided that this formed no sufficient reason against referring the case, the alleged fraud being merely collateral; the Chief Baron, on the contrary, acceded to the argument that the standard of computation was in issue, that if the fraud were proved the jury would be entitled to make, and no doubt would make, every presumption against the defendant, and would not limit their verdict to the amount which the plaintiffs could strictly prove to have been actually consumed by him. Channell, B., says, "The question between the parties depends upon the quantity of gas consumed. It is true, it is not simply a case of measurement; the taking of the amount may be attended with more intricacy than in the ordinary cases. Still the question to be decided remains the same"; and Pigott, B., says, "The tort, if there be any, is waived by the plaintiff bringing his action in contract, and the question of fraud is quite collateral. The arbitrator need not find at all whether it was taken fraudulently or not." The Chief Baron, on the contrary, says, "The real question in the cause appears to me to be whether these pipes were laid down by the defendant or not," in which case the presumption arising from fraud might be made against him. The Court having decided that the case was one of mere account, and the matter being one of practice, the precedent will, no doubt, be followed; but it is difficult to answer the argument that the real question was as to the standard of calculation, and that argument does not seem sufficiently disposed of by the observations of Channell and Pigott, BB.

REVISING BARRISTERS FOR ESSEX.—Mr. Henry William Lord, of the Home Circuit, has been appointed Revising Barrister for the Western division of the county of Essex. Mr. C. C. Fish has been re-appointed for the Eastern division of Essex, and Mr. A. M. Channell for the Southern division.

Mr. George William Mounsey, Barrister-at-Law, of Lincoln's Inn, son of George Gill Mounsey, Esq., of Castletown House, in the county of Cumberland, has been granted the Royal licence and authority to assume and take the surname of Heysham, in addition to and after that of Mounsey, in accordance with a proviso contained in the will of the late James Heysham, Esq., of Borran's Hall, Cumberland.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 24.—*Re the Medical Invalid and General Life Assurance Society, Werninck's case.*

Life assurance company—Amalgamation of companies—Winding up—Policy—Novation of contract—Payment of premiums—Receipts—Acknowledgment of bonus circular.

W. was a participating policyholder in the M. Insurance Company: shortly after the granting of the policy he mortgaged it to secure a debt. In 1860 this company became amalgamated with the A. Insurance Company. On the amalgamation a circular was sent to W. informing him thereof, and inviting him to accept a substituted policy, or, in case his policy had been assigned, to have it indorsed by the A. Company. W. thereafter paid his premiums to the A. Company. In 1863 a bonus was declared by the A. Company, and a circular was sent to W. announcing the bonus, and giving him the option of four ways in which he might take his share of the bonus. W. did not select either of these ways, but merely acknowledged the receipt of the letter. On the winding up of the two companies it was

Held, that the receipt of the circular as to the amalgamation and the subsequent payment of premiums to the A. Company terminated the liability of the M. Company; and that there was an additional acknowledgment of the transfer of liability to the A. Company, inasmuch as the acknowledgement of the bonus circular was in effect an assent to the bonus being added to the policy.

This was a claim by Mr. Werninck to rank as a creditor of the Medical Invalid and General Life Assurance Society in respect of a participating policy for £200, issued the 26th of July, 1850, by that society on his life.

Shortly after the granting of the policy it was mortgaged to secure a debt of £115. In 1853 a bonus was declared by the Medical Society, and £8 1s. 1d., the share of Mr. Werninck, was added to the amount assured, thus making the total £208 1s. 1d.

In 1860 the Medical Invalid, &c., Society became amalgamated with the Albert (*vide Spencer's case*, L. R. 6 Ch. 362, 19 W. R. 491.) The circular issued on this occasion was received by Werninck, who thereafter paid his premiums to the Albert.

This circular ran as follows:—

"Medical, Invalid, and General Life Assurance Society.

Sir,—I beg to inform you that, in pursuance of the power of the deed of settlement of this society, and of resolutions passed at two special meetings of proprietors, the directors have entered into an arrangement with the Albert Life Assurance Company, in accordance with which the affairs of both companies are intended to be conducted by the continuing company, under the style of 'The Albert and Medical Life Assurance Company,' by whom all the engagements of this society will be satisfied.

Under this arrangement the accumulated funds of this society will be invested to meet its liabilities, whilst its policyholders will enjoy the additional security afforded by the combined income arising from the amalgamated business of both companies, amounting to more than £220,000 annually, and the further guarantee of a numerous proprietary of undoubted respectability.

The Albert Company has agreed to issue policies in exchange for those of this society at the same rate of premiums as that now payable on the policies effected in this office without any alteration of the terms or conditions of the present policies, and if any policyholder should have assigned his by any legal instrument, in settlement, mortgage, or otherwise, so as to render substitution difficult, an endorsement can be made on the policy securing the full responsibility and guarantee of 'The Albert and Medical Life Assurance Company' for the fulfilment of the existing contract.

The business of the Albert Company began in 1838. Four bonuses have been declared, ranging from 25 to 50 per cent. on the premium paid. The next estimate of profits will take place at the end of 1861, and future estimates every succeeding three years after that time, and all Medical bonus policies will be entitled to participate in the bonus of 1861, being two years earlier than a bonus could have been declared by the Medical Society under its deed of settlement.

By the combination of the businesses of the two companies a very considerable saving in the expenses of management will be secured, which must materially increase the bonus—giving power of the amalgamated company, and thus afford improved prospects to the assured.

At two numerously attended meetings of the proprietors of this society (many of whom are large policyholders) it was unanimously considered that the arrangements were advantageous to the assured, both as regards security and future expectation of benefit, and the directors believe that the acceptance of policies in the amalgamated company will substantially promote the interests of the policyholders.

It may be satisfactory to add that Dr. FARR, who is a policyholder to a large amount, and who has been consulted and has advised upon the amalgamation, fully concurs in this opinion. C. D. SINGER, Secretary."

In June, 1863, a bonus was declared by the Albert, and the following circular was sent to and received by Werninck:—

"Medical policy, No. 2677, on the life of H. H. Werninck. Circular to persons interested in life policies effected in London, or through an agent.

Albert Medical and Family Endowment Life Assurance Company.

Sir,—I have the pleasure to send you, by desire of the board, a report of proceedings at the annual meeting of the proprietors of this company, held on the 24th of December last, by which you will perceive that a further allotment of the surplus profits of the company has been made to the assured. The share pertaining to the above-mentioned policy may be applied in either of the following ways:—1st, in adding to the amount assured, when payable, the sum of £4 19s.; 2ndly, in the present payment of £2 7s. 1d.; 3rdly, in reducing the premiums payable during the three years subsequent to this year; or 4thly, in reducing all premiums payable subsequent to this year. I shall be obliged by your informing me which of the above modes you select, and a form is enclosed for that purpose. I may state for your guidance in making your selection that the reduction of premium under No. 3 would be somewhat more than one-third of the amount named under No. 2. The reduction under No. 4 would, of course, be much smaller, and shall be determined, if you wish it. Should I not hear from you before the 31st of August next, it will be assumed that you adopt the first of the preceding modes.

In conclusion I desire to call your attention to the gratifying fact that the *new* business of the company (which as per annexed report recently reached in one year the unprecedented amount of 2,235 policies assuring £345,622, and yielding in annual premiums £34,290) is still progressing very satisfactorily, and at a rate which must materially augment the future profits of the company.

FRANK EASUM, Secretary."

Werninck did not select any of these methods or accept the bonus in any way. He merely acknowledged the receipt of the circular.

On the winding up of the Albert and of the Medical Invalid Werninck claimed to rank as a creditor of the Medical Invalid.

Chitty, for Werninck.—*Griffith's case*, L. R. 6 Ch. 374, 19 W. R. 495, shows that the payment of premiums does not neccessarily imply a novation. Our case differs from *Spencer's case* (*ubi sup.*), because in that case there was an express acceptance of the bonus on the part of Spencer. Werninck did not accept the bonus. All that he did was a mere act of courtesy. He simply acknowledged the receipt of a letter. The law of England does not compel any man to reply to a letter. From the mere acknowledgment of the receipt you cannot infer any assent to what the letter states. It is just the same as if no notice had been taken of the communication. No assent is implied by the mere receipt of the bonus circular: *Empire Assurance Corporation, Somerville's case*, L. R. 9 Ch. 266, 19 W. R. 463.

[Lord CAIRNS.—It is a question that has been discussed here over and over again, whether, after getting such a circular which tells him what the companies have done between themselves, and the footing upon which they wish their policyholders to pay premiums to the Albert—whether after the receipt of that circular a policyholder, without testifying

* Reported by Richard Marrack, Esq., Barrister-at-Law.

his disapproval, or protesting, or explaining upon what footing he is going to pay the premiums, simply goes into the Albert office, and pays them there,—whether that is not an abandonment of one liability and an agreement to take another? This case has the additional circumstance that when he is told that he is looked on as a participant in the profits of the Albert, and is told that he is given various options as to what shall be done with the bonus, and that if he does not adopt one of the three latter options, the company will add the amount to his policy, he does thereupon nothing more than this, acknowledges the circular and does not warn them that they are under a misapprehension about his rights. Can he after that come and say that all along he has been a claimant on the Medical, and has no claim on the Albert. I think I should be reversing everything I have decided up to the present moment, if I held that your contention is right.]

Chitty.—Werninck was invited to take either a substituted policy or an indorsement. He did not take either. And, according to the arrangements between the two companies, those who did not take new policies either in exchange or by way of indorsement were to remain creditors of the Medical Invalid. At any rate, no assent can be implied which would bind the mortgagee. The mortgagee did not assent to any novation.

Lemon, for the Medical Invalid, was not called on.

Lord Cairns.—It ought to be understood that a mortgagee has no separate rights in a case of this kind. He leaves the mortgagor to pay the premiums and keep up the policy, and if he pays the premiums to the proper persons the policy will be kept up. If the mortgagor does not pay the premiums to the proper hand, but to another hand and makes a new contract, of course the mortgagee is bound. With respect to the claimant himself, this case is clearer than those I have already decided. According to the principle on which I have decided these cases the receipt of that circular and the acting upon the offers then made by paying the premiums to the Albert, there being no protest against the arrangement proposed to Mr. Werninck, would have entitled him, if the Albert Company had been in a prosperous condition, to have come forward and said he had accepted the offer made to him and had testified his acceptance by paying the premiums to the Albert. The case goes further here, and it is a case in which Mr. Werninck really can hardly make the contention he does consistently with good faith. For not only did he get the circular and pay the premiums to the Albert subsequently, but he is communicated with upon the footing of his being a policyholder in the Albert, entitled to profits out of the Albert. He is told they have been set apart for him; he is told that any one of three or four courses may be taken, though one only is open to him (if he is a mortgagor) without the consent of the mortgagee. Upon the admissions as they are before me (I will not go into the other matters which were not made the subject of admissions) it is admitted that he acknowledged that communication, made no protest, did not tell them that they were under a delusion in supposing that he had an interest in their assets; but by acknowledging it and not being able or not choosing to point out any mode but the first of the modes proposed, he assented to the bonus being added to his policy. It does not make the slightest difference whether he did that, or whether he took the bonus and put it into his own pocket. The case is clearer by many degrees than those which I have already decided, and Mr. Werninck cannot rank as a claimant against the Medical, but must now rank only as a creditor of the Albert.

Solicitors, *Ph. Roberts; Walker, Kendall & Walker.*

GENERAL CORRESPONDENCE.

The Albert Arbitration.—Lambert's Case.

Sir,—Your journal of the 22nd July contained a report of the decision of Lord Cairns in *Lambert's case*, in the *Albert Arbitration*.

In your remarks you state that the deed of settlement of the Bank of London and National Provincial Assurance Company "contained no clause contemplating amalgamation." I say that the 3rd clause of the deed of settlement did distinctly contain provisions for an amalgamation, but curiously enough neither Lord Cairns in his judgment made the slightest reference to this clause, although, every word is about amalgamation, and Mr. Karslake particulary drew his Lordship's attention to the clause, nor have you noticed it.

The amalgamation with the Albert was made entirely under the authority of this clause, as the report of the meeting which confirmed the proposal in 1858 is evidence.

There is a clause in the deed of settlement for the registration of sales of shares. That the shares of Mr. Lambert were sold to some one is an undoubted fact, for his capital was returned to him, and his certificates delivered up. He ought to have been registered off the list of shareholders.

The Bank of London and National Provincial Assurance Company was a solvent company when Mr. Lambert sold his shares. Why is he to be made responsible for the loss which has occurred since? Those shareholders who went in to the Albert, who helped to carry it on until it broke, are the persons responsible for any loss which has arisen: Mr. Lambert received no dividends, never took part or lot in the amalgamated concerns, and yet after twelve years' severance from the former company he is made equally responsible with those who supported and carried the amalgamation, and helped to bring about the misery and ruin which have happened.

Again, every policy had indorsed upon it a notice of the deed of settlement and some of its provisions. It used to be law that you could not have notice of part of a deed without having notice of the whole, and yet the effect of Lord Cairns' decision is to go to the point, that a creditor may have notice of the deed of settlement, which I contend contains a provision for amalgamation, that he may stand by and see that amalgamation effected, that he may see in the public journals notices and reports of meetings relative to the amalgamation—that he may receive his annuity from the company taking over the other company, and because he does not give a receipt to the second company, he may have the unfair advantage of a double security or indemnity for the payment of his annuity. I say, with all deference to our great lawyers, that the deed of settlement of a public company is not like the deed of partnership of a firm. In the one case notice of such deed is clearly given. I think he is entitled to see the deed and its provisions, and the proceedings of the company are published to the world. In the case of a private partnership this is not so. The deed remains locked up in the partners' box or chest, and there is a manifest difference in the publicity given to the two documents and the proceedings of a public company and a private partnership. There is a distinction, too, between those shareholders who were paid back their capital *and surrendered their share certificates under the impression that they would be registered off the list of shareholders*, and that their liability and interest in the concern had ceased, and those shareholders who went on with the concern, taking profits and receiving dividends under the name of Albert shareholders. Suppose the Albert amalgamation had prospered, and Bank of London Assurance shareholders had been and were now receiving large dividends, and finding their capital much increased in value, they would think it very unfair and very absurd for those shareholders who had been paid back their capital and surrendered their shares to ask a share in these large profits and increased value of capital on the ground that they were still shareholders and liable to the creditors of the company. And now that the Albert Company has failed, there is a sense of burning and intolerable injustice felt by the shareholders who retired in 1858 that they are now ordered and directed to pay calls exactly in the same amount after the same manner with those who would never have allowed them to share in any advantages which might have accrued. No upright or honourable man would for one moment shrink from the payment to the uttermost farthing of his just debts; but to be called upon and ordered to pay what are morally the obligations of others, occasioned by their own bad management or unfortunate conduct, and that under the operation of a private Act of Parliament passed without notice to those most deeply affected by it, is, to my feeling and idea, a wrong which no time will ever persuade me can be justified—legal though it may be.

I hope I have said nothing in commenting on the judgment that could be deemed, either directly or indirectly, disrespectful to Lord Cairns. I have the highest veneration for his Lordship as a lawyer, a judge, and a man, and any attempt to attack him would only result in ignominy to the attacker.

J. W. L.

Aug. 10.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

August 11.—The *Alabama Claims.*—Lord Redesdale asked whether the question of the right of the United States to demand an indemnity on account of the Alabama claims, since the reconciliation of the Southern with the Northern States, would be distinctly raised before the arbitrators, the damage for which the indemnity in claimed having been inflicted by the Southern States, who now joined in the application. On his putting the question earlier in the session, he was told that the point not having been previously raised it was too late to bring it before the Commissioners. He hoped it would now be taken up, as it was contrary to every principle of justice that the Southern States, their acts having been condoned by the Northern States, should claim compensation for the damages inflicted by themselves.—Earl Granville declined to discuss the nature of the case to be laid before the arbitrators, but, for the satisfaction of the noble lord and the House, he would state what steps had been taken in the matter. The drawing up of the case had been confided to the noble and learned lord on the woolsack, assisted by Lord Tenterden and Professor Bernard—the two men in England best acquainted with the facts. He was happy to say also that, in addition to the legal advisers of the Government, Sir Roundell Palmer, with great public spirit and at great personal sacrifice, had consented to act as our counsel on the occasion. As to the particular point raised by the noble lord, the Government would urge every point fairly and honourably open to them, while abstaining from raising any point which did not appear to them or their advisers founded in reason.

Reductions Ex Capite Lecti Abolition Bill.—In Committtee the Earl of Harrowby proposed an amendment, exempting from its operation deeds disposing of property for religious or charitable purposes. Scotland had no law of mortmain, and would otherwise be without protection from the influence of spiritual advisers over dying persons.—Lord Chelmsford regretted the absence of Lord Colonsay, who, after fifty years' experience of the working of this law, was opposed to its repeal, though admitting it might be amended. The law invalidated a deed made within sixty days of a man's death, if afflicted at the time with a disease which or the consequences of which proved mortal, unless he attended church or market in the interim. The law was a singular one, and might perhaps be properly altered, but its repeal would leave no protection against influences which frequently prevailed in the case of the sick. He mentioned a case where property had been obtained from a person in *extremis*, by telling him that it had formerly belonged to the church, and he ought to restore it.—The Lord Chancellor described the law as a jumble of archaic observances, introduced in a barbarous age to save judge and jury the trouble of deciding by evidence on a man's state of mind. The amendment would, by a side wind, introduce into Scotland a law of mortmain, full of anomalies, whereas if such a law were required it should be passed after inquiry, and put upon a sound basis. The bill had passed the other House without opposition, the late and present Lords Advocate approving it, and the question had been under discussion two years. The existing law, moreover, did not affect personalty.—The Earl of Harrowby objected to parting with one protection till another had been devised.—Viscount Melville believed the county meetings in Scotland had not discussed the question, and were unaware of the introduction of this bill.—On a division the amendment was lost by 21 to 12.—The bill went through committee.

Prince Arthur's Annuity Bill was read a third time and passed.

House of Commons Witnesses Bill—read a third time and passed.

Bills of Exchange and Promissory Notes Bill—read a third time and passed.

Sunday Observance Prosecutions Bill—read a third time and passed.

The Lord Chief Justice of England and the Alabama Claims.—Earl Granville, before moving the adjournment of the House, desired to state, what he had no doubt their Lordships would hear with pleasure, that he had just received a letter from the Lord Chief Justice of England (Sir A. Cockburn) to the effect that that most learned judge had consented to act as arbitrator in the case of the *Alabama* claims.

August 14.—*Prince Arthur's Annuity Bill* (*inter alia*) received the Royal Assent.

Bills of Exchange and Promissory Notes Act (*inter alia*) received the Royal Assent.

Merchant Shipping Acts Amendment Bill read a second time.

Reductions ex Capite Lecti Abolition Bill.—The Lord Chancellor refused to accede to the wish of Lord Redesdale to postpone this bill on account of the absence of Lord Colonsay, and it was read a third time and passed.

Business of the House.—On the motion of Earl Granville resolved that for the remainder of the session the bills entered for consideration on the minutes of the day shall have the same precedence which bills have on Tuesdays and Thursdays.

August 15.—*Epping Forest Bill.*—On the motion of the Duke of St. Albans this bill was read a second time.

Metropolis Water Bill read a second time.

Merchant Shipping Acts Amendment Bill passed through committee.

Local Government (*Ireland*) *Bill* read a second time.

August 16.—The Royal Assent was given by commission to the following bills:—*Lodgers' Goods Protection Bill, Industrial and Provident Societies Amendment, Reductions ex Capite Lecti Abolition, Church Building Acts Amendment, House of Commons* (*Witnesses*), *Limited Owners Residence Act* (1870) *Amendment, Dean Forest and Hundred of St. Briavels, London and Aylesbury Railway, Wimbledon and Putney Commons,* and *Stamford's Estate.*

Merchant Shipping Acts Amendment Bill.—Report received.

Civil Bill Courts (*Ireland*) and the *Expiring Laws Continuance Bill* each read a second time.

August 17.—The *Army Regulation Bill* received the Royal assent.

The *Judical Committee of the Privy Council.*—The Commons' amendments were agreed to.

Landlord and Tenant (*Ireland*) *Act* (1870) *Amendment.*—The Commons' amendments agreed to.

Military Manœuvres Bill read a second time.

HOUSE OF COMMONS.

August 11.—*Conduct of Public Business.*—Mr. Whalley having moved the adjournment of the House to put himself in order, called attention to a report in the *Times* of to-day, that the House adjourned at twenty-five minutes to four in the morning, without a word in reference to the important business which directly affected the taxation of the country, and which was carried on up to that time. The consequence being that hon. members were so exhausted as to be unable to attend at this sitting, while the reporters from physical exhaustion were unable to record their proceedings. The country, which supposed all that occurred in the House was reported, knew nothing of their proceedings for three or four hours, which he contended was unfair and tending to discredit the House with the country.—The amendment was withdrawn, but the discussion was renewed by Mr. Graves, who pressed upon Ministers so to arrange public business next session as to avoid these late sittings, and that important questions might not be discussed when physical exhaustion rendered it impossible they could be attended to.—Mr. Gladstone, while entertaining the appeal, maintained that the inconvenience of late sittings was somewhat exaggerated. The Government would be happy to fall in with any improvement, but the question was really one for the House itself. It was a controverted question. Complaints as to the use or abuse of the privilege of speech during this session had been made against some members by the Government. Certain members had also complained of the Government. He did not wish to beg the question at all; it was really one for the public to decide. He thought, however, that no rules that could be made could dispense on the one hand with a judicious management of Government business, and on the other with a discreet use of the rights and privileges of private members. Both of these, it had been said, had been wanting this session. He thought he had stated the question fairly, and it must be decided by the public, who had the whole case before them. He thought, moreover, there might be improvements made in the rules for the conduct of business in that House, and it would be the duty of Government to move in that direction.—Sir J. Pakington, Mr. Forster, Mr. B. Hope,

Sir M. Lopes, Mr. Rylands, Sir J. Hay, Mr. Bruce, Mr. McLaren and Mr. Read took part in a continued discussion of the subject, and the motion was eventually withdrawn.

Statues of Eminent Statesmen.—Mr. Whalley asked the First Commissioner of Works whether the site on which the model of the statue of Oliver Cromwell is now exhibited in Palace-yard would be permanently appropriated to it. —Lord Elcho also asked if there was any truth in the rumour that the condemned statues were to be resuscitated and placed in the neighbourhood of the Palace of Westminster.—Mr. Ayrton said his hon. friend the member for Peterborough was under some misapprehension. The statue of Oliver Cromwell had been placed where it was to enable sculptors and others who took an interest in the statues of eminent statesmen to form a judgment as to sites and other matters. As to condemned statues he did not exactly know what those were. A statue of the late Sir R. Peel was in charge of the Board of Works, and a committee of gentlemen would consider and propose to the Government what was best to be done on the subject, which the Government would then have to consider. Other statues could hardly be said to be condemned, as they were not yet made. Government had only received proposals for erecting statues to the late Lord Derby and Lord Palmerston. As to the desire to erect a statue to the memory of Oliver Cromwell he only knew that his hon. friend the member for East Surrey had placed in his hands a subscription list signed by 10 peers (temporal), 2 peers (spiritual), and 110 members of the House of Commons for erecting such a statue. If the public were favourable to it they would best testify their opinion by subscribing to the fund required to carry out the plan. A definite proposal would receive due attention.

University Charters.—In answer to a question from Mr. Whalley, Mr. Gladstone stated that without defining the construction of the Act passed on the 31st July last, he repeated what he had before distinctly stated, that her Majesty's Government considered any question relating to the Queen's University in Ireland, and the matters which were handled in 1866, ought not to be considered in connection with those legislative provisions which public policy would require to be brought under the consideration of Parliament in relation to the Dublin University.

Governor Eyre's Costs.—Mr. Anderson, with much regret, asked the First Lord of the Treasury if he could re-consider the expediency of pressing the vote for £4,000 for Governor Eyre's legal expenses, which had been laid before the House so late in the session that most members had left town. —Mr. Gladstone said, considering the interest that appeared to be felt on the subject, and the period of the session, he thought he was justified in postponing the consideration of this question till next session. He explained that the Government, in laying the estimate on the table, did not proceed upon any judgment formed by themselves on the merits of the proposal, but upon the judgment which had been formed by the preceding Government and recorded in the Treasury at the time the present Ministry came into office. Although generally one Government was not bound by the decision of another as to its intention to submit to Parliament a particular vote for money, yet this was a case of a very peculiar character, because the decision of the former Government was to the effect that the Treasury should enter into communications with the solicitor of Mr. Eyre for determining the particular amount on which this estimate was to be founded, with a view of making provision for that amount in the estimates of the ensuing year. This, therefore, was not only a decision of the Government of the day, but also a pledge to an individual. He did not wish to enter into the merits of this class of cases, or to convey the smallest blame, at this moment, to any person. He was, however, glad to see the late Secretary of the Treasury was in his place, listening to the discussion. In his opinion, the circumstances of this case raised one of those very nice and difficult questions of political casuistry, as he might call it, which from time to time arose, and were very difficult to dispose of. He would not go further in the matter, but only say that, under the circumstances, it was the duty of the Government to lay the matter before the House, and not take upon themselves the responsibility of nullifying the proposal without reference to the House. As to the period of the session when it was brought forward, the facts were that the correspondence authorised by the late Government, between the Solicitors for the Treasury and the solicitors for Mr. Eyre, in order to fix the items of the bill, continued till the month of June or July in the present year—too late to admit of the present estimate being included in the ordinary estimate of the year. The Chancellor of the Exchequer, however, thought that, in view of the time that had already elapsed, the fairest way would be to lay a separate estimate before the House at once. Of course the claim of the House to give the subject full consideration was paramount, and as the Government had been unable to bring the matter forward before the general dispersion of members, he thought it fair and just the matter should be postponed. The Government intended to lay this estimate on the table of the House in the next session. He would not now discuss what view the Government would take of the limit of their duty in respect to this estimate, but reserve such discussion for the proper time.—Mr. B. Cochrane asked if the hardship to Mr. Eyre by postponement of the payment of the money till another year had been considered.—Mr. Gladstone said no doubt it was a hardship that the claim of an individual on the public should not be at once disposed of, but the claim of Parliament to discuss this vote was a conflicting and paramount claim.—Colonel Anson asked if the army and navy estimates could be discussed this year why this small matter of £4,000 could not also be discussed.—Colonel North asked if Mr. Eyre had not been officially informed within the last fortnight that this vote would be brought under the consideration of Parliament during the present year.—Mr. Gladstone: Unquestionably a communication had been made that the estimate would be submitted, and that is what we have done. The objection has arisen, and the estimate will be proposed next year. He made no concealment of the matter. The House had a title to have the estimate considered at a different period. There was not the smallest relation to the army and navy estimates, which had been in full view of the House during the whole session.—Sir J. Lowther asked whether the present Government, by continuing the correspondence of the late Government with the solicitor of Mr. Eyre, and framing an estimate to carry out the intention expressed therein, had not made themselves parties to the arrangements and become bound to proceed with the vote.—Mr. Sclater Booth asked if the right hon. gentleman really thought the present Treasury Board were carrying out the undertaking they had entered into by merely placing the estimate on the table, and withdrawing it the evening afterwards. Unless there had been *laches* on the part of Mr. Eyre's solicitor, Mr. Eyre's claim was increased.—Mr. Gladstone did not say there had been any *laches* on the part of Mr. Eyre's solicitor. He admitted the Government had not fulfilled their duty by simply bringing forward an estimate and withdrawing it. The duty of the Government remained where it was—viz., to bring forward an estimate as early as there was a prospect of having it properly discussed. He did not think he was bound to discuss the question submitted by the hon. member for York (Mr. Lowther). Any candid man would say it was a nice question to say how far any incoming Government were bound, in consequence of a pledge given by a previous Government, to require their own supporters to suppress their own feelings on the merits of the case, that the influence of the Government might be used for carrying out the engagements of their predecessors. At the proper time he would state his opinion on the subject.—Sir S. Northcote asked why the Government thought there would be more difficulty in obtaining assent to this vote, when proposed, than to any other included in the estimates. What was the special reason for supposing this would be objected to? Did the right hon. gentleman think he left the matter wholly unprejudiced by first proposing an estimate, and then withdrawing it, simply in answer to a question, and at the same time making observations as to differences of opinion between this and the late Government?—Mr. Gladstone said, in his first reply, he wished to be as careful as a man could be to avoid implying anything about the question. He made no distinct reference to the nature of the difficulty that had arisen, but the question of the hon. member for York left him no alternative consistently with the respect due to him and the House. Without stating the peculiar nature of the difficulty that might present itself to some minds with regard to this question, he thought he had put the matter accurately and properly before the House. A statement in one of the morning papers had met his eye to the effect that there had been some combined representation made to the Government, but this was not the fact. Individual members had expressed the difficulty they felt, and many members who, supposing they knew all the important business likely to come forward had made their arrange-

ments accordingly, had represented that this was a matter in which they took a most lively interest, and if pressed forward now they could take no part in it, which would be unfair to them.

Personal Explanation.—The Solicitor-General explained that he stated last night that there were certain legal principles applicable to the army, and he quoted in support of that a statute which he asserted to be in force. He was, however, directly contradicted by the hon. and learned member for Oxford (Mr. V. Harcourt). It was a grave charge to bring against a law officer of the Crown—that of misleading the House on a point of law. He thought he was right at the time, but forbore to place his unsupported assertion against that of his hon. and learned friend. On looking into the matter, he found the whole of the statute was in force in 1863, but in 1863 a portion of it was repealed by the Statute Law Revision Commissioners. The portion, however, which he quoted, was expressly left in force, and was now, or should be, standing on the Statute-book of this country.

The Recent Political Meeting in Phœnix Park.—Sir J. Gray moved that inquiry be made into the circumstances connected with the interference by the Irish Executive with the right of meeting in Dublin on the 6th inst. He considered it of great importance to know whether the proceedings of the Irish Executive were to be taken to import that there was to be one law for England and another for Ireland; in fact, that there was to be freedom in England but in Ireland the constitutional liberties of the people were to be crushed by a *battue* of policemen. He referred to the opinions of the present Lord Westbury, Lord Chief Justice Cockburn, and Mr. Justice Willes, as to the power of the Government to exclude persons intending to hold public meetings from the parks, and also to the opinions of the present Lord Cairns and Chief Justice Bovill, the law advisers of the late Lord Derby's Government, on the same subject, and contrasted the action of Lord Derby's Government in regard to the meetings in Hyde-park with that pursued by the present Government in Ireland. He detailed the circumstances of the meeting, and the interference of the police, and the violence which resulted, with its deplorable consequences. He maintained that the right of petitioning the Sovereign was common to the people of both England and Ireland, and if the present ministry sought to deprive the latter of that right he should not, in the words of Canning, call them knaves or fools, but recommend them to go to school to learn statesmanship before they attempted to govern such a country as Ireland. He concluded by moving for the inquiry.—Mr. Downing seconded the motion, maintaining that the rights of the Irish people were the same as those of England, and it was clear that such a meeting could not have been dispersed in England as illegal.—The Marquis of Hartington proceeded to reply to the question whether there was one law for England and another for Ireland, that there certainly was not. He emphatically denied, too, that the administration of the law was different. He would show the House that the object of the meeting, the time for which it was called, the place where it was to be held, and the other circumstances attending it, made it the duty of the Government to exercise the power which they had never abandoned, either in England or in Ireland, of preventing public meetings for certain purposes in the public parks. The Government could not possibly accede to the motion, either in its form or substance. The Government did not shrink from any inquiry, but if an inquiry were to be made Parliament should be the tribunal to make it, and not a commission of any kind. With regard to an inquiry into the conduct of the police, he thought it possible, though the hon. member for Kilkenny attached little importance to this point, that such an inquiry might be necessary; but the present moment was premature for that purpose, as some persons had signified their intention of appealing to the magistrates, and no tribunal could so properly investigate the matter as a Court of law. The two questions involved were the legal power of the Government to prohibit the meetings, and supposing that power to exist, the policy of exercising it. The first point he would leave to be dealt with by the Solicitor-General, but the Irish law officers of the Crown were consulted in 1869, and they gave it as their opinion that the public had no right to meet in Phœnix Park except by the will of the Crown; and that opinion was acted upon at the time, and the proposed meeting was prohibited. As to the policy of exercising the power, he quite admitted that what had occurred of late years with respect to Hyde Park had raised a certain difficulty in dealing with the question. Notwithstanding what had occurred with regard to meetings in Hyde Park, it was entirely untrue to say that the Government had ever relinquished their right, if they thought it necessary, to prohibit any meeting proposed to be held in any park in London. No one said the power of the Government was to be exercised in a different manner in Ireland. In England, as in Ireland, they must use their discretion as to whether the power they possessed was to be exercised in a particular case or not. It would have been no slur on the inhabitants of Dublin or any indignity to the people of Ireland if the Government had thought it to be their duty to issue a positive prohibition of all political meetings in Phœnix Park. It did not follow that it was most for the convenience of the people of Dublin that the park should be used for political meetings. A large majority might think that political meetings ought to be held elsewhere, and the park kept exclusively for purposes of amusement and recreation. The Irish Government claimed only the same power which the English Government did; that of exercising their discretion when a meeting could be properly permitted and when not. He detailed the history of the meeting. It was advertised as a monster meeting. This, though not necessarily wrong, showed it was not the kind of meeting the Government should be expected to encourage, because it was not for discussion and the instruction of the people, but its object was, if not for intimidation, to produce an effect by the display of force. The advertisement ran: "Agitate for the release of the political prisoners still confined in English dungeons. Protest against the cruelty of their prolonged incarceration." Simultaneously there appeared in the *Irishman*, in reference to the "monster demonstration to take place in Phœnix-park," the language: "It is intolerable that alien Princes should come here in search of welcome while the power they represent still holds fifty Irish patriots in prison. It is only the duty of the people to demonstrate that patriots are dearer to their hearts than princes." Consider who these patriots were. The House knew the great majority of Fenian prisoners had been released. Those remaining in prison were not political prisoners at all; they were soldiers who, in addition to the crime of high treason, had broken the oath of allegiance they had taken to their Sovereign, and had also conspired to seize upon, and in some instances to murder their brethren in arms. There were also those who had participated in the crimes of Manchester and Clerkenwell, and these were the prisoners referred to in the advertisement as patriots. Phœnix Park had never been used for a public or political meeting, and yet Dublin was not a stranger to such meetings. In 1869 the Amnesty Association announced a monster meeting to be held in the park. The Government, acting on the opinion to which he had referred, prevented it. Notice was sent to those who signed the advertisement, and the meeting was held elsewhere. No notice was given in this case because the advertisement was not signed. Unlike Hyde Park, Phœnix Park was the only one in Dublin, and there was no want of places suitable for public meetings. Phœnix Park was also the residence of the representative of the Queen, and therefore a demonstration that might be perfectly innocent in Hyde Park might assume a totally different character when held in close proximity to the Lord Lieutenant's residence, assuming, as it might, the form of a threat to the Queen's representative. There were also at the moment at the Viceregal Lodge the Prince of Wales, Prince Arthur, and Princess Louise, and after the articles he had read from the *Irishman* it was impossible to disconnect the intention of the promoters of the meeting, from an attempt to make a political demonstration of an offensive character to the tenants of the Viceregal Lodge. He explained the measures which had been taken for the suppression of the meeting, and the occurrences that had followed, which, he maintained, had been very greatly exaggerated. There was no proof that the police had attempted to disperse the meeting by force. Everything, in the first place, was done to induce its promoters to abandon their intention of holding it, and while they were still persisting in holding the meeting the police were attacked with stones. After this there was no longer any question of an orderly meeting being dispersed by force, but of a riotous assemblage. He denied, most emphatically, that women and children had been deliberately struck by the police. He need not say that he

deeply regretted what had occurred, and that any of the citizens of Dublin should have been injured, or that any collision occurred between the Dublin population and the police. It was to be regretted on every ground, but more especially because of the colour it gave to what he might call the frightful exaggerations which had been indulged in. He hoped the House would not agree to the motion of the hon. member, which involved a direct vote of censure on the Lord Lieutenant of Ireland and himself. After some discussion it was agreed that supply should be relieved of the motion, on the understanding that some day next week, perhaps on Thursday, an opportunity should be given to hon. gentlemen to express their sentiments on the subject. Sir J. Gray's motion was then withdrawn.

August 12.—*The Betting Bill.*—Mr. Bruce said he had come to the conclusion of withdrawing this bill for this session.

The Metropolitan Police.—Mr. Eykyn called attention to the administration of the Metropolitan Police, and the unsatisfactory condition of the force arising therefrom. He complained of its military character, and referred to the remarks of the Lord Chief Justice Bovill on the occasion of a recent trial.—Col. North defended the police, than whom, taken altogether, there was no finer body of men. —Mr. Bruce said the character of the police had been imprinted upon it during the thirty-nine years that it had been commanded by Sir R. Mayne, who was himself a civilian. He eulogised Col. Henderson and defended the police as a body; out of 9,000 men there would be some unworthy characters. In reference to the comments of the Lord Chief Justice, in a recent murder case, on the conduct of the police, the foreman of the jury had called upon him, and stated that in their opinion there was no fault to be found with the police. For any so-called suppression of evidence, it was not the police who were responsible, but the Solicitor to the Treasury.—Mr. Russell Gurney at one time thought the Metropolitan Force inferior to that of the City, but recently he had seen improvement. The head of the force ought to posses great organising powers, which were most likely to be found in a military man; but as he could not know much of law, it would be a great advantage if he had by his side a competent law clerk, instead of having to send to the Treasury or the Home Office for advice.

St. James's Park.—Some remarks of a personal character passed between Mr. B. Hope and Mr. Ayrton, in reference to the new road by Storey's Gate.

Committee of Supply—New Courts of Justice.—A vote was agreed to without discussion for £98,299.

The Expiring Laws Continuance Bill passed through committee.

Lodgers' Goods Protection Bill.—The Lords' amendments were considered and agreed to.

August 14.—*A New Appellate Tribunal.*—Mr. W. Williams asked the Attorney-General whether a bill had not been prepared for constituting a new appellate tribune; whether a draught had not been submitted to the judges for their opinions; whether the judges or some of them had not sent to the Government reports of their opinions on the proposed scheme; whether he had any objection to bring in the bill that it might be printed and circulated; and whether he had any objection to lay the opinion of the judges on the table.—The Attorney-General said such a draft bill had been submitted to the judges, some of whom had sent in their reports, but as these were generally of a confidential character, they could not be produced. He thought it would not be desirable at this period of the session to bring in a bill, as the scheme would require more consideration and revision before it could be submitted to the House.

Law and Justice.—Mr. V. Harcourt asked what member, responsible to Parliament, was answerable for the details of the Civil Service Estimates under the head of law and justice. Would her Majesty's Government, before those estimates were submitted to the House of Commons next year, be prepared to revise the particulars of charge with a view to the reduction of any expenditure which may be found unnecessary or excessive.—Mr. Gladstone said, as the question was not confined to that part of the expense connected with law and justice, which was presented in the form of estimates annually, he presumed it had especial reference to that portion of these expenses, which, although voted annually, was still under control other than that of the Treasury—namely, of high legal functionaries according to Act of Parliament. This was a fit subject for investigation, which, having been recommended by the committee upon public accounts, he had given directions accordingly with a view to carry out those recommendations.

Mr. Eyre's Legal Expenses.—On the motion of Mr. O. Gore, returns were ordered of all correspondence between the Treasury, under this and preceding Governments, and Mr. Eyre and his legal advisers, relating to expenses incurred by Mr. Eyre in courts of law.

Personal Explanation.—Mr. V. Harcourt, referring to the complaint made on Friday last by the Solicitor-General in reference to his, Mr. Harcourt's having stated on a previous evening, when the Solicitor-General cited a statute of Charles II., that such statute was repealed, and, having noticed the statement of the Solicitor-General that, on referring to Blackstone, he found he was quite right in the statement he had made to the House, proceeded to state that he (Mr. Harcourt) had also referred to Blackstone, and the revised editions of the statutes, and having stated the result of his examination in effect to be that which he was almost going to ask the House, would they be surprised to learn that this portion of the statute which is unrepealed was merely a fragment of the preamble. He need not tell any lawyer—he need hardly tell any gentleman of experience in this House—that a preamble of any Act of Parliament never had any legislative force whatever. What remained, therefore, of this statute of Charles II. is not an enactment, and never was an enactment at all, and it is a mere fragment of a preamble, preserved by the Statute Law Commissioners as an archaic curiosity to show us what abominable laws once existed.

August 15.—*Building Societies Cheques.*—In answer to an inquiry by Mr. W. H. Smith, the Chancellor of the Exchequer said that the department were advised that friendly societies cheques were beyond doubt liable to stamp duty, and a large amount of revenue was involved. He could not consent to the hon. member's proposal to postpone the enforcement of the duty till next Michaelmas Term in order then to obtain the opinion of the Court of Exchequer.

Army Regulation Bill—Royal Warrant.—Mr. Fawcett resumed the adjourned debate on the consideration of the Lords' amendments. He complained that the leaders of the Opposition had not given independent members the opportunity of expressing their views on the act that he complained of. He denounced the resort to Prerogative. The proper course would have been to have asked the House at the beginning of the session to agree to an address to the Queen to abolish the purchase system, and at the same time to assure her Majesty that the money necessary to give compensation to the officers would be voted by Parliament. This would have been the act of the House, and would have removed many of the objections to the exercise of the Prerogative. He would rather have seen purchase continued for the next ten years than that a Liberal Minister should resort to the exercise of the Royal Prerogative.—The Attorney-General would indulge in no vague declamation about Prerogative, which had been spoken of as a thing altogether unknown. So long as the country remained a monarchy a great many important acts must be done by Prerogative. Signing the Treaty of Washington was an act of Prerogative. So every appointment and promotion in the army. The appointments and dismissal of Ministers; and the House of Lords was created and kept by the exercise of Prerogative. He maintained, however, that the statute of 1809 (although all the regulations prior to that had been made in the exercise of an undisputed Prerogative) vested in the Crown a power of dispensing with the provisions of that Act (which prohibited traffic in offices of every description) in favour of a particular class of persons. In effect, therefore, the recent Royal Warrant was not an exercise of the Royal Prerogative at all, but merely put an end to the dispensing power in favour of a particular class of persons.—Mr. V. Harcourt asked the Government to declare by which horse they would win, Prerogative or Statute. He complained that no Cabinet Minister who was responsible for the advice given to the Sovereign had yet spoken. The speech of the Attorney-General was not a sufficient withdrawal of the claim put forward in the speech of the Solicitor-General that they claimed to have exercised the

act by the Prerogative of the Crown. He maintained that the Crown was the supreme governor and regulator of the army only in the days of the military tenures. After the Restoration the Parliament, drunk with the reaction of monarchical principles, passed preambles such as those cited by the Solicitor-General, but they were too wise practically to surrender their liberties. The Revolution and the Bill of Rights took away the existence of Prerogative in connection with the army of England. The Crown rested on a Parliamentary title. Since the Revolution the Crown was only the Parliamentary agent for the administration of the army. As to the Act, to the best of his judgment it was neither illegal or unconstitutional (unless put on the ground of Prerogative). It seemed to him the Government had only exercised the power which both the Houses of Parliament and the Government had confided to them, and in confirming the decisions of the House of Commons they had accepted the will of the nation.—Mr. Gladstone said the other night his honourable and learned friend said there was no army in the time of Charles II. Now he has found that there was an army. He mentioned this that they were not to be understood to assent to the historical statements to which they had listened. He would not follow his hon. and learned friend into the doctrine of the Bill of Rights. With regard to his hon. friend, the member for Brighton, he had no right to impute to those who sat on that bench opinions and proceedings when he had no evidence whatever to give in support of his disparaging accusations. If the Government had done as his hon. and learned friend advised, and asked the House of Commons to address the Queen to exercise her power and abolish purchase, the House promising to provide the means of making compensation, they would have induced the House of Commons by its own authority to provide funds for compensating a class of gentleman for an habitual breach of the law. If the Government have got into difficulty it is because they were determined to respect the law, and put down the illegality of over-regulation prices. They would not ask the House of Commons to assist them in any but the most constitutional form of attaining this object. In giving the advice to her Majesty to issue a warrant for the abolition of purchase, they did not think it necessary to put her Majesty through a course of training upon the nature of a statute and the nature of Prerogative, as members of the House have to undergo. They advised her Majesty that she had undoubted legal power, and that there was a perfectly adequate occasion for the exercise of that power. The language of the Government and of the law officers had been consistent on this subject. They had exercised the powers given by the statute law of the country for the purpose of putting down that which was alike fatal to the authority of the law and injurious to the best interests of the country.—Mr. G. Gregory and Col. Bartelot arraigned the conduct of the Government in issuing the warrant.—Mr. H. Palmer defended the course pursued.—Mr. Eastwick and Mr. W. Fowler disapproved the conduct of the Government herein.—The Solicitor-General explained that on Thursday last he had stated that with the internal management and regulation of the Army the Legislature had nothing to do, and he quoted a statute which, he said, was still law. The hon. and learned member for Oxford had first misrepresented what he had said by stating that he had alleged that Parliament had nothing to do with the army. He was not so foolish as to make such a statement. What he stated was very different, and was that Parliament had nothing to do with the internal management and regulation of the army, which was consistent with common sense. What he stated on Friday he would deliberately re-state. So far from the statute being repealed, it was a statute which, though altered in some of its provisions and superseded by some others, stood in the Statute-book until 1863. Then the Statute Law Revision Act was passed and dealt with this particular statute in this way: it repealed the whole of the Act with the exception of a portion of the preamble, and this portion contained the words which he had quoted on a previous occasion, and which were re-sanctioned and re-enacted by the Parliament of 1863. It was remarkable that the Parliament in 1863 provided in express terms that the preamble containing the words he had referred to should stand upon the Statute-book. He found by the bill which preceded the statute that this portion of the preamble of the Statute of Charles II. exempted from repeal was proposed to be retained as a Parliamentary recognition of the rights of the Crown to the supreme command of the militia and all forces by sea and land. A preamble of the kind he had mentioned had an important force, as showing by a Parliamentary declaration what the law was, and that preamble was kept on the Statute-book deliberately and not by accident, the Parliament of 1863 re-sanctioning and re-enacting the statement as to the right of the Crown which he had described. Having stated the facts, he must leave to the House to decide between the hon. and learned gentleman and himself. No man could put lower than himself his own qualifications for the office he held, but he did not think he was likely to learn much in point of accuracy from the hon. and learned gentleman, who, catching up a copy of the new edition of the statutes, fancied he knew all about the matter, and made an attack on him which he had never provoked; but he knew the hon. and learned gentleman too well to think anything he could say would prevent his making attacks of the same kind if he saw any object was to be served by them.—After some further observations from Mr. V. Harcourt and Mr. M. Torrens, the Lords' amendments were agreed to.

The *Lords' Amendments to the Sunday Observance Prosecutions Bill* considered and agreed to.

The *Prison Ministers Bill* was withdrawn.

August 16.—*Agricultural Horses.*—The Chancellor of the Exchequer, in reply to Mr. Macfie, declined to permit the occasional use of agricultural horses for taking families to church in bad weather or on bad roads without payment of tax.

Customs and Inland Revenue Bill.—On the third reading, a motion of Mr. McLaren's to exempt horses and carts used on Sundays for taking the owner or his family to church, was lost by 45 to 29. The bill was read a third time and passed.

Glebe Loan Ireland Act (1870) *Amendment Bill* passed through committee, and was afterwards read a third time.

The *Prevention of Crime Bill.*—On motion for going into committee on this bill, Mr. Henley objected to the mode of preventing crime by bringing the police into close contact with the thieves as calculated to diminish the chance of a man who had fallen into crime on one occasion from procuring honest employment. Few would employ a man constantly under the surveillance of the police. This bill, for the first time, provided that a man might be convicted of an offence not charged in the indictment. This was a very dangerous kind of legislation.—After some remarks from Mr. Straight and Mr. Locke, the House went into committee.—Clauses 1 to 5 agreed to. Clause 5 negatived. Clause 7 ageed to. Clause 8 amended and agreed to. Clause 9 objected to by Mr. Muntz, but agreed to. The other clauses were amended and agreed to, and the bill passed through committee.

Judicial Committee of the Privy Council Bill read a third time and passed.

The *Statute Law Revision Bill* passed through committee.

August 17.—*Mr. Downing Bruce.*—In answer to Mr. R. Fowler, Mr. K. Hugessen said that Mr. D. Bruce, before being appointed a district judge of Jamaica, suffered, and might possibly now suffer, from a local complaint, which rendered it desirable he should not travel more than absolutely necessary from one place to another. He had, however, been only absent from his court one day, and there had been no appeal from any of his decisions.

The Chancery Court Books.—In reply to Mr. Anderson, the Chancellor of the Exchequer said the closing of these books from the 21st of August to the 28th of October arose from a defective system. It was the result of entrusting the finances of the Court of Chancery to the judicial authorities of that court. The management of the funds had far better be taken out of their hands and entrusted to those whose business it is to manage such subjects.

The *Statute Law Revision Bill*, as amended, considered, and agreed to, and the bill read a third time and passed.

The Phœnix Park Riot.—The debate on Sir J. Gray's motion was resumed by Captain White, who condemned the conduct of the Irish Government.—Mr. Smyth explained the circumstances of the meeting, and arraigned the conduct of the Irish authorities.—Mr. Gladstone complained of the spirit in which the hon. and learned gentleman received the efforts of Government and people of England to do justice to Ireland. There was no comparison as to the laws of the two countries as regards political meetings in the public parks, because the subject

had not attained its final settlement in this country any more than in Ireland. He contended that it was impossible to refer to a Royal commission the conduct of the Government, which was responsible to Parliament. It would be the duty of the Irish Executive to give every opportunity to the parties concerned to bring the matter under the consideration of the legal tribunals, and to examine strictly and carefully into the circumstances which had occurred. The discretion of the Government must always remain with regard to the nature and object of meetings. But a true, genuine, just, and generous impartiality in their dealings with the people of the three countries would always be the object of the Government. Mr. Maguire disapproved of holding the meeting, but it was a wretched blunder of the Government to suppress it with the bludgeon. —Colonel Gilpin supported an inquiry.—Sir D. Corrigan, Mr. Straight, and several other gentlemen took part in the discussion, and the Solicitor-General for Ireland, at considerable length, defended the conduct of the Government, and declared there was no intention on the part of the Prime Minister and the Government to interfere with the liberties of the Irish people; but every desire that they should have equal justice. The Government had not been guilty of any wrong towards his countrymen in the past, and would do them no wrong in the future.—Mr. McCarthy Downing believed the Government had good intentions, but an error had been committed.—Sir J. Gray replied, and the House divided, and the motion was lost by 75 to 23.

Reductions ex Capite Lecti Act.—On the motion of Mr. Aytoun, leave was given to introduce a bill to suspend, for one year, the operations of the Act of the present session, entitled, "Reductions ex Capite Lecti Act."—The bill was brought in and read a first time.

OBITUARY.

MR. H. F. FAITHFULL.

Mr. Henry Faithfull Faithfull, solicitor, of the firm of Benson & Moordaff, solicitors, of Cockermouth, died at that place on the 6th of August, in his fifty-fifth year. He was the second son of the late Mr. Edward Chamberlain Faithfull, solicitor, of Winchester. Mr. Faithfull was a prominent member of the Masonic body in Cumberland, and was the principal founder of Skiddaw Lodge. He held the rank of P.P.G.J.W. of the provinces of Cumberland and Westmoreland, and was a life governor of the Royal Masonic Institution for Girls, St. John's-rise, Battersea.

CONVENTUAL AND MONASTIC INSTITUTIONS.

REPORT OF THE SELECT COMMITTEE.

(*Continued from page* 756.)

But in the case of an endowment for the benefit of a monastery or a convent no enrolment does or can take place, because, as already explained, such an endowment is not for a charitable use in the sense of the English law, and in case of an endowment of a church to be served by monks, or of a school, college, or hospital, to be conducted and managed by monks (which would be charities in the sense of the English law), no enrolment of such a trust could prudently be made by Roman Catholic founders, because the penal clauses of the Emancipation Act might operate to render the trust void and to defeat the founder's intention. Endowments of this sort, although they are charities of the class intended to be regulated and protected by the jurisdiction of the Charity Commissioners, and although they come within the description of endowments for "worship and education," to which toleration was extended by the 2 & 3 Will. 4, c. 115, are vitiated and rendered illegal by the fact that they are enjoyed or administered by members of a monastic order. The doubt felt and expressed before us by legal practitioners as to the legality of convents (or communities of women) has also operated, and would operate, to prevent, for similar reasons, the enrolment of an endowment given to a school or other institution which was to belong to nuns and to be managed by them.

The law in Scotland applicable to monastic and conventual institutions varies somewhat from the law of England, as above stated. The penal clauses of the Emancipation Act apply to Scotland. There is, however, in Scotland no enactment similar to section 17 of the 31 Geo. 3. c. 32. Moreover, the statutes of charitable uses do not apply to Scotland. It was stated to us by an advocate practising at the Scotch bar that the Scotch law allows a perpetuity to be freely created in favour of a charitable purpose without any special restrictions or provisions as to enrolment, such as are contained in English statutes; that the doctrine of superstitious uses had never been pronounced by judicial decision in Scotland; and that no decided case in the Scotch courts had raised or settled the question how far endowments of monasteries or convents were legal.

This state of the law affecting conventual and monastic institutions has necessarily had considerable influence on the terms on which income, property, and estates are received, held, or possessed by those institutions, or the members thereof respectively.

The following is a summary of the evidence given before us on this head:—

Persons who are about to join a regular order undergo a period of probation, or noviciate, varying from one to nine years in length, during which the rules of the regular orders leave to them the possession and free disposition of any property they may be entitled to. When that period of probation is over, a person intending to join a regular order is "professed"—that is, takes the solemn vows of poverty, chastity, and obedience common to all the regular orders. The vow of poverty being inconsistent, conscientiously speaking, with the retention of any property, the intended religious must, before profession, divest himself by legal means of all that he possesses. A portion is commonly reserved to the community which he is about to join, and which is thenceforth to maintain him. The rest is disposed of by him in any manner he may think best. If any property should come by inheritance to a religious person after profession, the rules of the regular orders require him to dispose of that property in favour of those persons who would have succeeded to it if he had been dead. If, on the other hand, property is left by will to a member of a regular order by name, he is entitled under the rules of the order to retain it, not for his own benefit, but for that of the community to which he belongs. It may be taken as a common feature of all the regular orders, that the members of them, once professed, do not hold or retain any income or property for their own benefit. If any property devolves upon them by gift, or operation of law, they are bound by their vows to divest themselves of it by some legal means; these legal means are determined by the law of this country, which, of course, regards their capacity and power of disposition as wholly unaffected by their religious vows. These observations apply equally to the members of the male and female orders.

With regard to the institutions themselves, as they are not corporations, they cannot receive, hold, or possess any property except by the aid of trustees. And as a trust in favour of a monastic institution is illegal, and the validity of trusts in favour of conventual institutions has been doubted, as already explained, a universal practice appears to have grown up of obtaining to several individuals as joint tenants all property which is meant to be enjoyed in common by such institutions.

The absolute ownership, both at law and in equity, is vested in these joint tenants; and care is taken to declare no trusts whatever, either openly or secretly.

The enjoyment and possession of the property by the community depends absolutely, so far as the law is concerned, upon the goodwill and honourable feeling of the joint tenants; if any of the joint tenants should become bankrupt, his undivided share in the property would pass away from the community to his creditors. As each joint tenant dies, his share survives to the others, subject to the payment of succession duty. On the death of the survivor the property passes to his heirs, next of kin, devisees, or legatees, according to circumstances, and in obedience to the ordinary rules of English law, without the possibility of any claim being effectually made by the community. Generally speaking, however, the practice is to substitute a fresh joint tenant for any one who is likely to die. This substitution is made by the ordinary legal conveyance, subject to the ordinary stamp duties. This precarious mode of enjoying property at the pleasure of persons who have not the responsibilities of trustees is only to be accounted for by the fact that these institutions were subject to penal enactments and unable to make better provision for their needs.

It did not, however, appear upon the evidence that these institutions had suffered any special grievance from this mode of dealing with the property, except, perhaps, in cases

in which the property was sold either voluntarily or compulsorily, and in which, therefore, it became necessary to satisfy the purchasers that there were no trusts. Such sales of the property enjoyed by these institutions frequently take place. It is clear that if the joint tenants of the property now under discussion chose to appropriate it to their own uses, or to expel the community from the enjoyment of it, a community of men, at least, would have no remedy whatever; for even assuming that, in spite of the care taken to leave the legal owners of the property absolutely unfettered by trusts, they were able to satisfy a court, by evidence of usage, that a trust in fact existed, still that trust would not be enforced for their benefit, so long as they remained liable to the penal and prohibitory clauses of the Emancipation Act.

We had before us numerous witnesses representing both the religious orders and the Roman Catholic laity, who all concurred in complaining of the law as above stated, and of the tenure of property produced by that state of the law, as a grievance. It was represented to us as inconsistent with the principles of religious liberty to prohibit and make penal the taking of monastic vows in conformity with the religious belief and with the conscientious vocation of her Majesty's Roman Catholic subjects. So long as the law gave no binding force to those vows, so long as they remained mere voluntary engagements binding only on the conscience, and undertaken from a sense of religious duty, it was contended by these witnesses that the law should not treat them as criminal acts. In like manner the law which prohibits as "superstitious uses" the saying of masses or prayers for the dead was represented as a grievance to Roman Catholics. They attach great importance to such intercessory prayers. The first clause of the Roman Catholic Charities Act of 1860 enables the Court of Chancery, when property was given both to superstitious and to charitable uses, to apportion it, and to declare new uses in lieu of the superstitious use, leaving the rest of the foundation valid; but this section does not satisfy the wishes of Roman Catholic founders of charities, who often set the greatest store precisely on those superstitious uses which the Court under that section is enabled to set aside.

It was stated before us that the religious orders discharge important functions in the religious and educational system of the Roman Catholic community, inasmuch as the orders of men supply parish priests for 131 missions or parishes, which are dependent on their ministrations, the number of secular priests in the country being insufficient for the requirements of the Roman Catholic body. They exercise, in this way, cure of souls for 278,850 persons. They also educate and supply missionaries for India and the colonies. They educate in England 1,192 students of the higher and middle classes, at ten colleges, and 92,260 poor children at various schools. They assist various poor missions out of the resources at their command. The orders of women educate in England 65,321 children, and in Scotland 3,710 children. They house and provide for 379 penitent women in England, and 102 in Scotland. They visit and relieve many thousands of the sick and indigent. It was represented to us as a grievance that the persons by whom this spiritual and educational machinery was worked to the satisfaction of their co-religionists should be treated by the law as criminals, or should be in a position of doubtful legality.

It was urged that respect for the law was likely to be weakened in the minds of those who received education from teachers whose very existence was in violation of a law regarded by Roman Catholics as trenching upon the rights of conscience. It was further urged that the law against perpetuities, the law of mortmain, the law against undue influence, and the laws protecting personal liberty, none of which were objected to by the Roman Catholic witnesses, were amply sufficient to check all abuses in conventual and monastic institutions, and to prevent all improper and excessive acquisition of property by them, without having recourse to penal clauses which never had been put into operation, or to such a doctrine as that which condemned articles of Roman Catholic relief under the name of superstition. It was argued that public policy would be better assisted by allowing monasteries and convents to hold property under trusts ascertained and declared in the usual way, capable of being enforced by the ordinary tribunals, and assisted by the inspection of the Charity Commissioners, instead of driving them to rely upon that system of holding property which we have above described.

We believe that the penalties of the Emancipation Act have not been enforced in any one case since the Act passed. But the consequences of those penal clauses, and of the doctrine of superstitious uses, upon dispositions of property, which are thereby annulled and defeated, have sometimes been enforced by the Courts of England and Ireland.

Besides the regular orders there are societies connected with the Roman Catholic Church of a quasi-monastic character—such, for instance, as the Oratorians—whose members are secular priests not bound by monastic vows; and, with respect to these, they appear to your Committee to be in the position of legal voluntary associations not incorporated.

With regard to Anglican institutions, no evidence has been laid before us as to the existence of any institutions of a monastic or quasi-monastic character; and with respect to institutions of a conventual character—that is to say, institutions consisting of women, none of them appear to be bound by religious vows, and they therefore appear to be in the same position, as far as the law is concerned, as the Oratorians above referred to.

The observations contained in this report will probably suggest some alterations in important branches of the law, and those alterations would be of a very different kind according to the point of view from which the subject is surveyed. A complete discussion of the position, if any, which conventual and monastic institutions ought to have in our law, and of the means by which their existence and action might be adjusted, so as to bring them into harmony with recognised doctrines of law as to mortmain and perpetuities, would lead to much difference of opinion, and might exceed the limits of our inquiry, and we have, therefore, abstained from recommending any such alterations.

June, 1871.

COURT PAPERS.

BANKRUPTCY ACT, 1869.

ORDER REGULATING FEES to be taken under the Bankruptcy Act, 1869.

I, the Right Honourable William Page, Baron Hatherley, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by the Bankruptcy Act, 1869, prescribe that the scale of fees hereto annexed shall be the scale of fees to be charged for any business done by any Court or officer under the said Act in lieu of all other fees.

HATHERLEY, C.

SCALE OF FEES.

TABLE A.

	Stamp duty. £	s.	d.
Every declaration by a debtor of inability to pay his debts	0	5	0
Every debtor's summons	0	5	0
Every bankruptcy petition...	5	0	0
Every bond with sureties	0	5	0
Every affidavit filed, other than proof of debts ...	0	1	0
Every subpœna	0	1	0
Every petition under sections 125 or 126 of the Act	1	0	0
For despatching notice to creditors or others, exclusive of postage, each notice	0	0	3
Every application for an order of discharge in bankruptcy or certificate of discharge in liquidation	1	0	0
Every special resolution presented to a registrar for registration under section 125, paragraph 4, stamps denoting a duty computed at the rate of 5s. upon £100 or fraction of £100 on the gross amount of the estimated assets, not exceeding a total duty of £200.			
Every extraordinary resolution presented to a registrar under section 126, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the composition, not exceeding a total duty of £200.			
Every application for search for proceedings, other than by petitioner, trustee, or bankrupt...	0	1	0

	£	s.	d.
Every application to a court	0	5	0
Every office copy, each folio of 72 words	0	0	2
On first certified statement showing assets realised, forwarded by a trustee to the comptroller under section 55 of the Act, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the assets realised and brought to credit, and on any subsequent statement, stamps denoting a duty computed at the rate of one shilling upon £20 or any fraction of £20 on the gross amount of additional assets realised and brought to credit in any such subsequent statement.			
On every record of trial ... ... or such less sum as the Court may specially order.	5	0	0
Every allocatur by any officer of the Court for any costs, charges, or disbursements, where such bill of costs shall not exceed £5.	0	1	6
Exceeding £5 and not exceeding £10	0	2	6
„ 10 „ 20	0	5	0
„ 20 „ 30	0	7	6
„ 30 „ 50	0	10	0
„ 50 „ 100	0	15	0
„ 100 „ 150	1	0	0
„ 150 „ 200	1	10	0
„ 200 „ 300	2	0	0
„ 300 „ 500	3	0	0
„ 500 „ —	3	6	0

TABLE B.

Attending court each sitting	0	2	0
Serving every debtor's summons, bankruptcy petition, subpœna, order, notice, or other process within two miles, including affidavit of service	0	3	6
Preparing advertisement for Gazette or local paper	0	3	6
Agent's charge for insertion in Gazette	0	1	0
Executing every warrant of seizure, or search warrant, or warrant of apprehension, or order of commitment, within two miles of court house	0	10	0
Keeping possession—for each day the man is actually in possession; including affidavit of possession being actually kept ... ... (3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced).	0	4	6
High bailiff's, or in the London Bankruptcy Court officer's, man travelling to place of possession, or to execute a warrant of or order of commitment, or to serve a summons, petition, order, notice, subpœna, or other process, or for any other purpose specially directed by the Court, per mile	0	0	5
His time, per day, where distance exceeds 10 miles	0	4	6
His expenses, per day	0	4	6
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, per mile	0	0	7
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his time, per day	0	10	0
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his expenses, per day ...	0	10	0

Where an inventory is deemed requisite, and is directed by the Court or trustee to be taken by a high bailiff or officer of the Court, a proper remuneration may be allowed for taking it, having regard to the time occupied, and the nature of the property included in it.

Where no trustee is appointed by the creditors, or where there is a vacancy in the office of trustee, and the bankruptcy is carried on with the aid of the registrar as trustee: for realization of the estate £5 per cent. on the first amount of £100 or any less sum realized by the registrar; 2½ per cent. on the next amount of £400 or any less sum; 1 per cent. on the next amount of £500 or any less sum; and ½ per cent. on all further sums.

On dividend £2 per cent. on the first amount of £1,000 or any less sum actually divided, and 1 per cent. on all further sums.

TABLE C.

The fees and allowances payable on proceedings had after the 31st of December, 1869, in respect of any matter which was pending in any court having jurisdiction in bankruptcy on the said day shall be the same as if those proceedings had been taken before such day, and shall be applied to the same purposes.

We, the undersigned Lords Commissioners of Her Majesty's Treasury, do hereby sanction the foregoing scale of fees, and do direct that the fees to be taken by stamps shall be those mentioned in Table A., and that the fees mentioned in Table B. shall be taken in money, and that the fees and allowances referred to in Table C. shall be taken by stamps or money according as they have hitherto been taken.

And we further direct that the stamp shall be affixed or the money paid in respect of every fee before the proceeding is had in respect of which the fee is payable, and that the charge to be made by the London Gazette for the insertion of each notice authorised by the Act or Rules shall be 10s.

W. P. ADAM.
10th August, 1871. W. H. GLADSTONE.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 18, 1871.
From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅜
Ditto for Account, Sept. 1, 93⅜
3 per Cent. Reduced 93½
New 3 per Cent., 93½
Do. 3¼ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 15 p m
Ditto, £500, Do — 15 p m
Ditto, £100 & £200, — 15 p m
Bank of England Stock, 4½ per Ct. (last half-year) 245
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

(India Stk., 10½ p Ct. Apr. '74, 209
Ditto for Account
Ditto 5 per Cent., July, '80 113
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 105½
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 94⅜
Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto, 5½ per Cent., May, '79 109
Ditto Debentures, per Cent., April, '84 —
Do. Do., 5 per Cent., Aug. '73 103
Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, under £1000, 20 p m

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	97
Stock	Caledonian	100	103¼
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	43⅜
Stock	Do., East Anglian Stock, No. 2	100	9½
Stock	Great Northern	100	136½
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	101½
Stock	Great Western—Original	100	100⅜
Stock	Lancashire and Yorkshire	100	154
Stock	London, Brighton, and South Coast	100	65
Stock	London, Chatham, and Dover	100	21⅜
Stock	London and North-Western	100	144
Stock	London and South-Western	100	103½ x d
Stock	Manchester, Sheffield, and Lincoln	100	63¼
Stock	Metropolitan	100	82½
Stock	Midland	100	135½
Stock	Do., Birmingham and Derby	100	101½
Stock	North British	100	49½
Stock	North London	100	123½
Stock	North Staffordshire	100	69
Stock	South Devon	100	64
Stock	South-Eastern	100	93½
Stock	Taff Vale	100	168

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been well supported during the week. Foreign securities have, upon the whole, been well sustained. Railways have fluctuated, but generally the tendency has been upwards. Great Western has reached par, a remarkable fact after the vicissitudes of this line. London and North Western and Great Northern have also advanced. Joint stock enterprise gives no sign of weakness. Money still plentful.

Messrs. Jay Cooke, McCulloch, & Co., invite offers, either in exchange for Five-Twenty Bonds, at present in circulation, or for cash, on account of 75,000,000 dols. 5 per cent. bonds of the existing funded loan of the United States. The amount of bonds of the 5 per cent. funded loan, authorised by Congress, is 500,000,000 dols. Of this amount,

75,000,000 dols., or thereabouts, have been already placed in America, 50,000,000 dols. are reserved for the National Banks there, 75,000,000 dols. are now offered, and the remaining 300,000,000 dols., together with the bonds bearing 4½ per cent. and 4 per cent. interest, are reserved by the Secretary of the Treasury for future disposal. Total 500,000,000 dols. Interest, payable quarterly, will commence from 1st of November next, the first payment being February 1, 1872.

Among the new undertakings the Montrotier Asphalte is quoted 5¼ 5½ prem.; West Surrey Water Works, 2⅞ 3⅛ prem.; Birmingham Tramways, 1½ 2 prem.; Nantyglo and Blaina Ironworks, 102, 103; Richmond Consolidated Mining, ¼ ½ prem.; South Aurora ditto, 5⅜ 5⅝ per share; Silver Plume ditto, 1½ 2 prem.; Saturn ditto, 3 5 prem.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

EDMANDS—On Aug. 13, at Sutton House, Portsdown-gardens, Maida-vale, the wife of Charles Henry Edmands, of a son.

MARRIAGES.

BAYLEY—WINTER—On Aug. 9, at St. George's Church, Hanover-square, Edmond Bayley, LL.B., barrister-at-law, of the Inner Temple, to Catherine Mary, eldest daughter of William Winter, Esq., of Jersey.

BILLER—SMITH—On Aug. 10, at St. Luke's Church, Westbourne-park, George Biller, jun., Esq., solicitor, to Clara Emmeline, youngest daughter of the late James Smith, Esq., of Church-terrace, Lee, Kent.

CLABBURN—RAINGER—On Aug. 8, at the Church of the Holy Trinity, Higham, Norwich, James Clabburn, of Norwich, solicitor, to Florence Augusta, younger daughter of the late William Rainger.

NOURSE—GIRDLESTONE—On Wednesday, Aug. 16, at the parish church, Halberton, North Devon, Henry Dalzell Nourse, Esq., of Lincoln's-inn, barrister-at-law, to Mariden, youngest daughter of the Rev. Edward Girdlestone, canon of Bristol, and vicar of Halberton.

SHEILD—KNOTT—On Aug. 15, at St. George's, Worcester, William Thomas Sheild, Esq., of Uppingham, Rutland, solicitor, to Sarah Annie, second daughter of Wm. Knott, Esq., of Sherwood-villa, Lower Wick, Worcester.

SMITH—HOMFRAY—On Aug. 15, at All Saints', Wandsworth, Edward T. Smith, 4, Essex-court, Temple, and 1, Katherine's-road, Surbiton, barrister-at-law, to Emma Jane, eldest daughter of Charles Jeston Homfray, Down Lodge, Wandsworth, Esq.

WORSLEY—WATKIN—On Wednesday, Aug. 16, at the parish church, Northenden, Henry Wilson Worsley, Esq., of the Middle Temple, barrister-at-law, to Harriette Sayer, only daughter of Sir Edward William Watkin, of Rose-hill, Northenden, and No. 18, Westbourne-terrace, W.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 11, 1871.

UNLIMITED IN CHANCERY.

Queen's Benefit Building Society.—Creditors are required, on or before Oct 2, to send their names and addresses, and the particulars of their debts or claims to Geo Elphinstone Ollive, 1, Basinghall-st. Wednesday, Nov 1 at 11, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Metropolitan Public Carriage and Repository Company (Limited).—Vice Chancellor Wickens has, by an order dated Aug 1, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of this court. Smith, Gresham House, Old Broad-st, solicitor for the petitioner.

Skidmore's Art Manufactures and Constructive Iron Company (Limited).—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Joseph Phillips & Chas Spooner, 1, Westminster-chambers, Victoria-st, Westminster. Thursday, Nov 2 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Aug 15, 1871.

UNLIMITED IN CHANCERY.

Faversham Public Rooms Company.—Vice Chancellor Wickens has, by an order dated Aug 9, appointed Jas Tassell, Faversham, to be official liquidator.

South Devon Mutual Shipping Assurance Association.—The Master of the Rolls has fixed Nov 1 at 1.30, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Legal, Clerical, and Medical Co-operative Society (Limited).—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to John Bath, 43a, King William-st. Saturday, Nov 11 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

TUESDAY, Aug. 15, 1871.

Helston Tradesmen's Club, Red Lion Inn, Helston, Cornwall. Aug 9

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 11, 1871.

Arcedeckne, Andrew, Glevering Hall, Suffolk, Esq. Sept 30. Atkins v Arcedeckne, V.C. Wickens. Cutler & Turner, Bedford-sq

Bridges, Fras, Hambrook House, nr Chichester, Sussex, Widow. Oct 10. Hankey v Bridges, V.C. Wickens. Druce, Bittler-sq

Brown, Geo, Newcastle-upon-Tyne, Ironfounder. Sept 30. Brown v Wear, V.C. Wickens. Watson, Newcastle-upon-Tyne

Buller, Geo, Arthur-st, Battersea-pk, Gent. Oct 10. Lewsey v Buller, V.C. Wickens. Wishall & Compton, Gt George-st, Westminster

Culshaw, Agnes, Ormskirk, Lancashire, Widow. Oct 1. Fazakerly v Culshaw, M.R. Wareing, Ormskirk

Giblett, Jas, Sandhurst, Berks, Farmer. Oct 13. Thrift v Giblett, V.C. Malins. Cave & Edwards, Bracknell

Jones, Hy, Hucclecote, Gloucester, Gent. Oct 31. Washbourn v Jones, V.C. Malins. Goddard, Gray's-inn-sq

Newton, Matthew, Lumley Ling, Durham, Farmer. Oct 2. Mitchelson v Thompson, M.R. Marshall, Durham

Peat, Richd, Derby, Shoemaker. Sept 15. Roe v Peat, V.C. Malins. Ratcliffe, Derby

Pryme, Geo, Wistow, Huntingdon. Esq. Sept 18. Bayne v De la Pryme, V.C. Bacon. Kennedy & Kempson, Chancery-lane

Pullein, Edmund, Lonsdale-sq, Accountant. Oct 1. Pullein v Pullein, V.C. Malins. Sawbridge & Wrentmore, Wood-st

Rock, John, North Bank, Muswell-hill, Esq. Oct 1. Rock v Rock, V.C. Malins. Bolton, Gray's-inn-sq

Savin, Thos, a debtor. Oct 2. V.C. Bacon. Ashurst & Co, Old Jewry

South, Wm Augustus, Penge, Surrey, Gent. Oct 2. Coates v Gregory, V.C. Bacon. Jones, Mitre-ct-chambers, Temple

Symonds, Chas, New Church-st, Bermondsey-wall, Mariner. Oct 2. Symonds v Berry, V.C. Malins. Mote, Walbrook

Travers, Nicholas Colthurst, Bloomsbury-st, Captain. Oct 1. Travers v Travers, V.C. Malins. Rae, Mincing-lane

Treleaven, Wm, St Austell, Cornwall, Yeoman. Sept 15. Thomas v Parnall, V.C. Malins. Coode, St Austell

Western, Jas Roger, Park-sq West, Regent's-pk, Col. Oct 10. Re Western, M.R. Woodroffe & Piaskitt, New-sq, Lincoln's-inn

Williams, Sir Erasmus Hy Griffies, Llwynwormwood-pk, Carmarthenshire, Bart. Oct 2. Brown v Savage, V.C. Wickens. Evans, Llandovery

Wingfield, Joseph, Long Croft Farm, Hertford, Farmer. Sept 30. Wing v Young, V.C. Wickens. Pugh, Quality-ct, Chancery-lane

Wood, Hy, Thos, Walmer, Kent, Victualler. Oct 10. Wood v White, V.C. Malins. Debenham, Lincoln's-inn-fields

Worsley, John, Mobberley, Chester, Yeoman. Oct 2. Burgess v Worsley, V.C. Wickens. Chew & Sons, Manch

NEXT OF KIN.

Bailey, Saml, Norbury, York, Esq. Nov 6. Wilkinson v Barber, M.R.

Campbell, Jos, Gipsy-hill, Norwood, Surgeon in H.M.'s 28th Reg. Oct 30. Re Campbell, V.C. Malins.

Lloyd, Thos, Versailles, Woodford County, Kentucky, United States. Nov 30. Re Lloyd, V.C. Malins. Tucker, Serle-st, Lincoln's-inn-fields,

Symonds, Chas, New Church-st, Bermondsey, Mariner. Nov 6. Symonds v Berry, V.C. Malins. Mote, Walbrook

TUESDAY, Aug 15, 1871.

Bennington, Joseph, Brimstone-hill, Upwell, Cambridge. Oct 2. Lincoln v James. V.C. Wickens. Crowdy, Serjeant's-inn, Fleet-st.

Blackett, Hy, Gt Marlborough-st, Publisher. Oct 1. Blackett v Blackett, V.C. Wickens. Hemsly, Albany, Piccadilly

Bolland, Dorothy, Kettlewell, York, Widow. Oct 30. Briscoe v Briscoe, V.C. Malins. Robinson, Skipton

Buch, Anthony, Noble-st, Importer of Trimmings. Oct 10. Thilo v Buch, V.C. Bacon. Zimmermann, Chancery-lane

Burke, Joseph, Brooklyn, United States, Merchant. Jan 10. Burke v Archer, V.C. Malins. Bridges & Co, Red Lion-sq

Burke, Wm Hy, Thistle-grove, South Kensington, Esq. Oct 1. Burke v O'Brien, V.C.W. Harris, Moorgate-st

Cornelius, Wm Richd, Plymouth, Devon, Ironmonger. Oct 2. Chapple v Cornelius, V.C. Wickens. Booker & Co, Plymouth

Durrant, Wm, South Audley-st, Silk Mercer. Sept 1. Simpson v Muncey, V.C. Malins. Shearman, Little Tower-st

Gibson, John Holmes, Ramsgate, Kent, Gent. Oct 2. Free v Bridge, V.C. Wickens. Gibson, Margate

Grozier, Gowen, Bishopwearmouth, Durham, Master Mariner. Dec 11. Starling v Mills, V.C.W. Snowball, Sunderland

Guy, John, sen, Chiddingly, Sussex, Farmer. Oct 10. Guy v Holman, V.C. Wickens. Holman, Lewes

Guyler, Wm, jun, Ropsley, Lincoln, Farmer. Oct 2. Guyler v Rogers, V.C. Bacon. Newton, Newark-upon-Trent

Heron, Sir Cuthbert, South Shields, Durham, Bart. Aug 22. Pears v Laing, V.C. Bacon. Chartres & Youll, Newcastle-upon-Tyne

Pain, Wyndham, Salisbury, Wilts, Brewer. Sept 30. Winstanley v Winstanley, V.C. Wickens. Hoding, Salisbury

Robins, Ebenezer, Birm, Estate Agent. Sept 30. Holland v Gillam, V.C. Wickens. Russell & Riffe, Bedford-row

Thomas, Hy, Shirley, Southampton, Master Mariner. Sept 30. Thomas v Thomas, V.C. Bacon. Gwynne & Stokes, Tenby

NEXT OF KIN.

Grozier, Wm Gowen, Buenos Ayres, South America. Jan 14. Starling v Mills, V.C. Wickens.

Hewer, Edgley Eliz, Warfield Villa, Berks, Widow. Nov 2. Stuart v Cockerell, V.C. Malins.

Wilkie, Jas, Kingston, Upper Canada, Ordnance Store Keeper. Nov 2. Re Wilkie, M.R.

Macauley, Helen Stewart, St John's Wood-rd, Spinster. Oct 28. Painter v Gardner, V.C. Malins.

	£	s.	d.
Every application to a court	0	5	0
Every office copy, each folio of 72 words	0	0	2
On first certified statement showing assets realised, forwarded by a trustee to the comptroller under section 55 of the Act, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the assets realised and brought to credit, and on any subsequent statement, stamps denoting a duty computed at the rate of one shilling upon £20 or any fraction of £20 on the gross amount of additional assets realised and brought to credit in any such subsequent statement.			
On every record of trial ... ... or such less sum as the Court may specially order.	5	0	0
Every allocatur by any officer of the Court for any costs, charges, or disbursements, where such bill of costs shall not exceed £5.	0	1	6
Exceeding £5 and not exceeding £10	0	2	6
„ 10 „ 20	0	5	0
„ 20 „ 30	0	7	6
„ 30 „ 50	0	10	0
„ 50 „ 100	0	15	0
„ 100 „ 150	1	0	0
„ 150 „ 200	1	10	0
„ 200 „ 300	2	0	0
„ 300 „ 500	3	0	0
„ 500 „ —	3	6	0

TABLE B.

Attending court each sitting	0	2	0
Serving every debtor's summons, bankruptcy petition, subpœna, order, notice, or other process within two miles, including affidavit of service	0	3	6
Preparing advertisement for Gazette or local paper	0	3	6
Agent's charge for insertion in Gazette	0	1	0
Executing every warrant of seizure, or search warrant, or warrant of apprehension, or order of commitment, within two miles of court house	0	10	0
Keeping possession—for each day the man is actually in possession; including affidavit of possession being actually kept ... ... (3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced).	0	4	6
High bailiff's, or in the London Bankruptcy Court officer's, man travelling to place of possession, or to execute a warrant of or order of commitment, or to serve a summons, petition, order, notice, subpœna, or other process, or for any other purpose specially directed by the Court, per mile	0	0	5
His time, per day, where distance exceeds 10 miles	0	4	6
His expenses, per day	0	4	6
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, per mile	0	0	7
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his time, per day	0	10	0
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his expenses, per day ...	0	10	0

Where an inventory is deemed requisite, and is directed by the Court or trustee to be taken by a high bailiff or officer of the Court, a proper remuneration may be allowed for taking it, having regard to the time occupied, and the nature of the property included in it.

Where no trustee is appointed by the creditors, or where there is a vacancy in the office of trustee, and the bankruptcy is carried on with the aid of the registrar as trustee: for realization of the estate £5 per cent. on the first amount of £100 or any less sum realized by the registrar; 2½ per cent. on the next amount of £400 or any less sum; 1 per cent. on the next amount of £500 or any less sum; and ½ per cent. on all further sums.

On dividend £2 per cent. on the first amount of £1,000 or any less sum actually divided, and 1 per cent. on all further sums.

TABLE C.

The fees and allowances payable on proceedings had after the 31st of December, 1869, in respect of any matter which was pending in any court having jurisdiction in bankruptcy on the said day shall be the same as if those proceedings had been taken before such day, and shall be applied to the same purposes.

We, the undersigned Lords Commissioners of Her Majesty's Treasury, do hereby sanction the foregoing scale of fees, and do direct that the fees to be taken by stamps shall be those mentioned in Table A., and that the fees mentioned in Table B. shall be taken in money, and that the fees and allowances referred to in Table C. shall be taken by stamps or money according as they have hitherto been taken.

And we further direct that the stamp shall be affixed or the money paid in respect of every fee before the proceeding is had in respect of which the fee is payable, and that the charge to be made by the London Gazette for the insertion of each notice authorised by the Act or Rules shall be 10s.

W. P. ADAM.
10th August, 1871. W. H. GLADSTONE.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 19, 1871.
From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅜
Ditto for Account, Sept. 1, 93⅜
3 per Cent. Reduced 93⅛
New 3 per Cent., 93⅛
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 15 p m
Ditto, £500, Do — 15 p m
Ditto, £100 & £200, — 15 p m
Bank of England Stock, 4½ per Ct. (last half-year) 245
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209
Ditto for Account
Ditto 5 per Cent., July, '80 113
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 105¼
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 94⅜
Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto, 5½ per Cent., May, '79 109
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 103
Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, under £1000, 20 p m

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	97
Stock	Caledonian	100	103½
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	43⅜
Stock	Do., East Anglian Stock, No. 2	100	9½
Stock	Great Northern	100	136½
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	101½
Stock	Great Western—Original	100	100⅜
Stock	Lancashire and Yorkshire	100	154
Stock	London, Brighton, and South Coast	100	65
Stock	London, Chatham, and Dover	100	21⅜
Stock	London and North-Western	100	144
Stock	London and South-Western	100	103½ x d
Stock	Manchester, Sheffield, and Lincoln	100	63½
Stock	Metropolitan	100	89½
Stock	Midland	100	135½
Stock	Do., Birmingham and Derby	100	101½
Stock	North British	100	49½
Stock	North London	100	123½
Stock	North Staffordshire	100	69
Stock	South Devon	100	64
Stock	South-Eastern	100	93½
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been well supported during the week. Foreign securities have, upon the whole, been well sustained. Railways have fluctuated, but generally the tendency has been upwards. Great Western has reached par, a remarkable fact after the vicissitudes of this line. London and North Western and Great Northern have also advanced. Joint stock enterprise gives no sign of weakness. Money still plentful.

Messrs. Jay Cooke, McCulloch, & Co., invite offers, either in exchange for Five-Twenty Bonds, at present in circulation, or for cash, on account of 75,000,000 dols. 5 per cent. bonds of the existing funded loan of the United States. The amount of bonds of the 5 per cent. funded loan, authorised by Congress, is 500,000,000 dols. Of this amount,

75,000,000 dols., or thereabouts, have been already placed in America, 50,000,000 dols. are reserved for the National Banks there, 75,000,000 dols. are now offered, and the remaining 300,000,000 dols., together with the bonds bearing 4½ per cent. and 4 per cent. interest, are reserved by the Secretary of the Treasury for future disposal. Total 500,000,000 dols. Interest, payable quarterly, will commence from 1st of November next, the first payment being February 1, 1872.

Among the new undertakings the Montrotier Asphalte is quoted 5¼ 5¾ prem.; West Surrey Water Works, 2⅞ 3⅛ prem.; Birmingham Tramways, 1½ 2 prem.; Nantyglo and Blaina Ironworks, 102, 103; Richmond Consolidated Mining, ¼ ⅜ prem.; South Aurora ditto, 5⅜ 5⅝ per share; Silver Plume ditto, 1½ 2 prem.; Saturn ditto, 3 5 prem.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

EDMANDS—On Aug. 13, at Sutton House, Portsdown-gardens, Maida-vale, the wife of Charles Henry Edmands, of a son.

MARRIAGES.

BAYLEY—WINTER—On Aug. 9, at St. George's Church, Hanover-square, Edmond Bayley, LL.B., barrister-at-law, of the Inner Temple, to Catherine Mary, eldest daughter of William Winter, Esq., of Jersey.

BILLER—SMITH—On Aug. 10, at St. Luke's Church, Westbourne-park, George Biller, jun., Esq., solicitor, to Clara Emmeline, youngest daughter of the late James Smith, Esq., of Church-terrace, Lee, Kent.

CLABBURN—RAINGER—On Aug. 8, at the Church of the Holy Trinity, Higham, Norwich, James Clabburn, of Norwich, solicitor, to Florence Augusta, younger daughter of the late William Rainger.

NOURSE—GIRDLESTONE—On Wednesday, Aug. 16, at the parish church, Halberton, North Devon, Henry Dalzell Nourse, Esq., of Lincoln's-inn, barrister-at-law, to Mariden, youngest daughter of the Rev. Edward Girdlestone, canon of Bristol, and vicar of Halberton.

SHEILD—KNOTT—On Aug. 15, at St. George's, Worcester, William Thomas Sheild, Esq., of Uppingham, Rutland, solicitor, to Sarah Annie, second daughter of Wm. Knott, Esq., of Sherwood-villa, Lower Wick, Worcester.

SMITH—HOMFRAY—On Aug. 15, at All Saints', Wandsworth, Edward T. Smith, 4, Essex-court, Temple, and 1, Katherine's-road, Surbiton, barrister-at-law, to Emma Jane, eldest daughter of Charles Jeston Homfray, Down Lodge, Wandsworth, Esq.

WORSLEY—WATKIN—On Wednesday, Aug. 16, at the parish church, Northenden, Henry Wilson Worsley, Esq., of the Middle Temple, barrister-at-law, to Harriette Sayer, only daughter of Sir Edward William Watkin, of Rose-hill, Northenden, and No. 18, Westbourne-terrace, W.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 11, 1871.

UNLIMITED IN CHANCERY.

Queen's Benefit Building Society.—Creditors are required, on or before Oct 2, to send their names and addresses, and the particulars of their debts or claims to Geo Elphinstone Ollive, 1, Basinghall-st. Wednesday, Nov 1 at 11, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Metropolitan Public Carriage and Repository Company (Limited).—Vice Chancellor Wickens has, by an order dated Aug 1, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of this court. Smith, Gresham House, Old Broad-st, solicitor for the petitioner.

Skidmore's Art Manufactures and Constructive Iron Company (Limited).—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Joseph Phillips & Chas Spooner, 1, Westminster-chambers, Victoria-st, Westminster. Thursday, Nov 2 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Aug 15, 1871.

UNLIMITED IN CHANCERY.

Faversham Public Rooms Company.—Vice Chancellor Wickens has, by an order dated Aug 9, appointed Jas Tassell, Faversham, to be official liquidator.

South Devon Mutual Shipping Assurance Association.—The Master of the Rolls has fixed Nov 1 at 1.30, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Legal, Clerical, and Medical Co-operative Society (Limited).—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to John Bath, 43a, King William-st. Saturday, Nov 11 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

TUESDAY, Aug. 15, 1871.

Helston Tradesmen's Club, Red Lion Inn, Helston, Cornwall. Aug 9

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 11, 1871.

Arcedeckne, Andrew, Gievering Hall, Suffolk, Esq. Sept 30. Atkins v Arcedeckne, V.C. Wickens. Cutler & Turner, Bedford-sq

Bridges, Fras, Hambrook House, nr Chichester, Sussex, Widow. Oct 10. Hankey v Bridges, V.C. Wickens. Druce, Billiter-sq

Brown, Geo, Newcastle-upon-Tyne, Ironfounder. Sept 30. Brown v Wear, V.C. Wickens. Watson, Newcastle-upon-Tyne

Buller, Geo, Arthur-st, Battersea-pk, Gent. Oct 10. Lewsey v Buller, V.C. Wickens. Withall & Compton, Gt George-st, Westminster

Culshaw, Agnes, Ormskirk, Lancashire, Widow. Oct 1. Fazakerly v Culshaw, M.R. Wareing, Ormskirk

Giblett, Jas, Sandhurst, Berks, Farmer. Oct 13. Thrift v Giblett, V.C. Malins. Cave & Edwards, Bracknell

Jones, Hy, Hucclecote, Gloucester, Gent. Oct 31. Washbourn v Jones, V.C. Malins. Goddard, Gray's-inn

Newton, Matthew, Lumley Ling, Durham, Farmer. Oct 2. Mitchelson v Thompson, M.R. Marshall, Durham

Peat, Richd, Derby, Shoemaker. Sept 15. Roe v Peat, V.C. Malins. Ratcliffe, Derby

Pryme, Geo, Wistow, Huntingdon. Esq. Sept 18. Bayne v De la Pryme, V.C. Bacon, Kennedy & Kempson, Chancery-lane

Pullein, Edmund, Lonsdale-sq, Accountant. Oct 1. Pullein v Pullein, V.C. Malins. Sawbridge & Wrentmore, Wood-st

Rock, John, North Bank, Muswell-hill, Esq. Oct 1. Rock v Rock, V.C. Malins. Bolton, Gray's-inn-sq

Savin, Thos, a debtor. Oct 2. V.C. Bacon. Ashurst & Co, Old Jewry

South, Wm Augustus, Penge, Surrey, Gent. Oct 2. Coates v Gregory. V.C. Bacon. Jones, Mitre-ct-chambers, Temple

Symonds, Chas, New Church-st, Bermondsey-wall, Mariner. Oct 2. Symonds v Berry, V.C. Malins. Mote, Walbrook

Travers, Nicholas Colthurst, Bloomsbury-st, Captain. Oct 1. Travers v Travers, V.C. Malins. Rae, Mincing-lane

Treleaven, Wm, St Austell, Cornwall, Yeoman. Sept 15. Thomas v Parnall, V.C. Malins. Coode, St Austell

Western, Jas Roger, Park-sq West, Regent's-pk, Col. Oct 10. Re Western, M.R. Woodroffe & Plaskitt, New-sq, Lincoln's-inn

Williams, Sir Erasmus Hy Griffies, Llwynwormwood-pk, Carmarthenshire, Bart. Oct 2. Brown v Savage, V.C. Wickens. Evans, Llandovery

Wingfield, Joseph, Long Croft Farm, Hertford, Farmer. Sept 30. Wing v Young, V.C. Wickens. Pugh, Quality-ct, Chancery-lane

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Burke, Joseph, Brooklyn, United States, Merchant. Jan 10. Burke v Archer, V.C. Malins. Bridges & Co, Red Lion-sq

Burke, Wm Hy, Thistle-grove, South Kensington, Esq. Oct 1. Burke v O'Brien, V.C.W. Harris, Moorgate-st

Cornelius, Wm Richd, Plymouth, Devon, Ironmonger. Oct 2. Chapple v Cornelius, V.C. Wickens. Rooker & Co, Plymouth

Durrant, Wm, South Audley-st, Silk Mercer. Sept 1. Simpson v Muncey, V.C. Malins. Shearman, Little Tower-st

Gibson, John Holmes, Ramsgate, Kent, Gent. Oct 2. Free v Bridge, V.C. Wickens. Gibson, Margate

Grozier, Gowen, Bishopwearmouth, Durham, Master Mariner. Dec 11. Starling v Mills, V.C.W. Snowball, Sunderland

Guy, John, sen, Chiddingly, Sussex, Farmer. Oct 10. Guy v Holman, V.C. Wickens. Holman, Lewes

Guyiel, Wm, jun, Ropsley, Lincoln, Farmer. Oct 2. Guyiel v Rogers, V.C. Bacon. Newton, Newark-upon-Trent

Heron, Sir Cuthbert, South Shields, Durham, Bart. Aug 22. Pears v Laing, V.C. Bacon. Chartres & Youll, Newcastle-upon-Tyne

Pain, Wyndham, Salisbury, Wilts, Brewer. Sept 30. Winstanley v Winstanley, V.C. Wickens. Hoding, Salisbury

Robins, Ebenezer, Birm, Estate Agent. Sept 30. Holland v Gillam, V.C. Wickens. Russell & Riffe, Bedford-row

Thomas, Hy, Shirley, Southampton, Master Mariner. Sept 30. Thomas v Thomas, V.C. Bacon. Gwynne & Stokes, Tenby

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Hewer, Edgley Eliz, Warfield Villa, Berks, Widow. Nov 2. Stuart v Cookerell, V.C. Malins.

Wilkie, Jas, Kingston, Upper Canada, Ordnance Store Keeper. Nov 2. Re Wilkie, M.R.

Macauley, Helen Stewart, St John's Wood-rd, Spinster. Oct 28. Painter v Gardner, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 11, 1871.

Ashby, Rev Edwd Quenby, Quenby Hall, Leicester, Clerk. Dec 7. Miles & Co, Leicester
Ansell, Sarah, Camberwell New-rd, Widow. Sept 10. Weall, Bell-yd, Doctors'-commons
Barker, Rev Ralph, Pagham, Sussex, Clerk in Holy Orders. Sept 11. Johnson & Raper, Chichester
Boardman, Wm, Oldham, Lancashire, Innkeeper. Sept 12. Hawett, Wigan
Caplin, Richd, Oving, Sussex, Yeoman. Sept 11. Johnson & Raper, Chichester
Elliscombe, Sir Chas Grene, Worthing, Sussex, Col Commandant Roya Engineers, Oct 10. Mackenzie & Co, Crown-ct, Old Broad-st
Elwell, Carew, Wednesbury, Stafford, Widow. Sept 9. Woodward & Smith, Wednesbury
Fitchener, Ellen, Chichester, Widow. Sept 11. Johnson & Raper, Chichester
Gurney, Hudson, Keswick, Norfolk, Esq. Oct 9. Cooper, Norwich
Gater, Wm, Westend, South Stoneham, Southampton, Esq. Sept 29. Hewitt, Bishop's Waltham
Godwin, Richd Bennett, Derby, Esq. Aug 26. Ware, York
Griffiths, John, Wednesbury, Stafford, Assistant Overseer. Sept 16. Woodward & Smith, Wednesbury
Conway, Most Noble Richd Seymour, Marquis of Hertford. Oct 31. Capron & Co, Saville-pl, New Burlington-st
Howey, John Werge, Coleshill, Hertford, Esq. Nov 11. Francis & How, Chesham
Lowe, Elijah, Belper, Derby, Grocer. Oct 31. Jackson, Belper
Margesson, Wm, St Leonard-ter, Chelsea. Sept 9. Parker & Co, Bedford-row
Martin, Julia Catherine, Sutherland-ter, Park-rd, Peckham. Sept 29. Saw, Greenwich
Martin, Eliza, Plymouth, Devon, Widow. Sept 29. Saw, Greenwich
Rasell, Hy, Funtington, Sussex, Licensed Victualler. Sept 11. Johnson & Raper, Chichester
Richardson, Eliz, York, Widow. Aug 26. Ware, York
Roberts, Letitia, Chichester, Widow. Sept 11. Johnson & Raper, Chichester
Sanders, Julia, Sutherland-pl, Bayswater. Nov 1. Hall, Lincoln's-inn-fields
Small, Joseph, Kingston-upon-Hull, Watcher. Sept 5. Roberts & Leak, Hull
Stuart, Jas Gow, Fowler's-pk, Kent, Esq. Oct 9. Leeman & Co, York
Tindle, Eliz, Lpool, Widow. Sept 10. Evans & Lockett, Lpool
Veale, Geo, Strand, Goldsmith. Sept 21. Soames, New-inn, Strand
Walker, Thos, Eastwood Hall, Nottingham, Esq. Nov 1. Percy & Co, Notlingham
Wassell, David, Tipton, Stafford, Builder. Oct 1. Whitehouse, Wolverhampton
Willis, Harriett, Abbey-rd, St John's Wood. Sept 14. Few & Co, Henrietta-st, Covent-garden
Woodward, Edwin, York-row, Paddington, Gent. Oct 10. Colson, Lincoln's-inn-fields

TUESDAY, Aug 15, 1871.

Armitage, Hy, St Helier's, Jersey, Merchant. Sept 30. Mullens, Cheapside
Chapman, Edwd, Newtown, Montgomery, Flannel Manufacturer. Sept 29. Williams & Gittins, Newtown
Clark, Christopher, Hunmanby, York, Gent. Oct 1. Richardson Bridlington
Clarkson, Edwd, Earisheaton, Dewsbury, York, Gent. Nov 15. Chadwick & Son, Dewsbury
Fairlie, Wm, Weybridge, Surrey, Esq. Sept 15. Smith Chancery-lane
Howard, Ralph Wm, Chapel-en-le-Frith, Derby, Gent. Oct 11. Earle & Co, Manch
Jaques, Chas Thos, Brompton-sq, Gent. Sept 1. Batty & Whitehouse, Charles-st, St James's-sq
Lewcock, John, Blyth, Northumberland, Master Mariner. Oct 1. Fownall & Co, Staple-inn
Lyon, Ralph, Birkenhead, Chester, Gent. Sept 25, Harvey & Alsop, Lpool
Matthews, Michael, East Cosham, Hants, Captain. Oct 1. Holmes, Fenchurch-st
Miles, Mary, Tring, Hertford, Spinster. Sept 30. Gresham & Son, Basinghall-st
Moll, Jacob Heinrich, Dagenham, Essex, Gent. Sept 29. Surridge & Hunt, Romford
Parsons, Mary, Bloomfield-villas, Tuffnell-pk West. Oct 12. Waller, Coleman-st
Prust, John, Muston, York, Butcher. Oct 1. Richardson, Bridlington
Rhodes, Rev Jas Armitage, Carlton, nr Pontefract, York. Sept 30. Newstead & Wilson, Leeds
Robinson, John, Whitbarrow, Gent. Sept 9. Myres & Houghton, Preston
Shearm, Edwd, Hartland, Devon, Gent. Nov 13. Elworthy & Co, Plymouth
Smith, Stephen Mesmard, Kennington-rd, Lambeth, Gent. Sept 11. Draper, Vincent-sq, Westminster
Stevens, Robt Askew, Hemming's row, St. Martin's lane, Ivory Turner Sept 15. Foord, Pinner's hall, Old Broad st
Stroud, Thos, Lloyd's sq, Pentonville. Sept 18. Fry, Mark lane
Swann, John, Nottingham, Merchant. Oct 31. Burton & Son, Nottingham

Bankrupts.

FRIDAY, Aug. 11, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Armitage, Jas, Mill-st, Hanover-sq, Dyer. Pet Aug 7. Hazlitt. Aug 25 at 11
Holden, Howard Ashton, Bedford-sq, Builder. Pet July 6. Pepys. Sept 7 at 11
Mills, Joseph Marc, The Grange, Shepherd's Bush, Hotel Keeper. Pet Aug 9. Hazlitt. Aug 25 at 12

To Surrender in the Country.

Bassett, Hy, Godstone, Surrey, Butcher. Pet Aug 8. Rowland. Croydon, Aug 25 at 12
Bill, John, Wednesbury, Stafford, Saddler. Pet Aug 8. Clarke. Walsall, Sept 6 at 12
Bird, John, Bromborough, Grocer, Pet Aug 5. Wason. Birkenhead, Aug 23 at 10
Eaton, Fredk Bond, Nuneaton, Warwick. Pet Aug 7. Kirby. Coventry, Aug 22 at 3
Forbes, Sarah, Salcombe, Devon, Draper. Pet Aug 9. Pearce. East Stonehouse, Aug 25 at 11
Greenfield, Hannah, Horsham, Sussex, Builder. Pet Aug 8. Eversheld. Brighton, Sept 5 at 11
Leigh, John, Hyde, Cheshire, Cork Sock Manufacturer. Pet Aug 8. Hall. Ashton-under-Lyne, Aug 24 at 11
Rinder, John, & Saml Rinder, Leeds, Contractors. Pet Aug 7. Marshall. Leeds, Aug 24 at 11
Slater, Jas, South Normanton, Derby, Grocer. Pet Aug 7. Weller. Derby, Aug 24 at 12
Welch, Chas, Shepton Mallet, Somerset, Licensed Victualler. Pet Aug 4. Foster. Wells, Aug 24 at 2
White, John, Landport, Hants, Leather Seller. Pet Aug 8. Howard. Portsmouth, Aug 29 at 12

TUESDAY, Aug. 15, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Mills, Alfred, Southampton-st, Pentonville, Telescope Maker. Pet Aug 12. Pepys. Aug 29 at 11
Richards, Thos Fras, Falcon-ct, Fleet-st, Solicitor. Pet Aug 12. Pepys Aug 29 at 12

To Surrender in the Country.

Creighton, Lawson, & John Armstrong, St Helen's, Lancaster, Grocers. Pet Aug 11. Watson. Lpool, Aug 28 at 2
Ford, John, Bradworthy, Devon, Ironmonger. Pet Aug 12. Bencraft. Barnstaple, Aug 30 at 12.30
Hardon, Edwin, Manch, Patent Cake Manufacturer. Pet Aug 12. Lister. Salford, Aug 30 at 11
Newbald, John, York, Lithographic Printer. Pet Aug 10. Perkins. York, Aug 30 at 11
Roberts, David, Tredegar, Monmouth, Grocer. Pet Aug 11. Shephard. Tredegar, Aug 29 at 12
Scott, Abraham, Earlsheaton, York, Woollen Manufacturer. Pet Aug 10. Nelson. Dewsbury, Aug 31 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 11, 1871.

Bridgman, Chas Jas, Harp-lane, Wine Merchant. Aug 4
Law, John, Manch, Money Scrivener. Aug 9

TUESDAY, Aug. 15, 1871.

Cole, Edwin Dunning, Shakespeare-road, Stoke Newington, Collector. July 4
Walley, Richd, Audlem, Cheshire, Comm Agent. July 29
Wright, Jn, Stone, Stafford, Gent. Aug 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 11, 1871.

Amery, Richd, Finsbury chambers, Bloomfield st, Comm Agent. Aug 24 at 2, at offices of Willis & Co, Gresham bldgs, Basinghall st. Blachford & Riches, Gt Swan alley, Moorgate st
Baker, Wm Edwd, Bristol, Tobacconist. Aug 21 at 1, at offices of Hancock & Co, John st, Bristol
Bell, Joseph, Brampton, Cumberland, Bootmaker. Aug 31 at 2, at office of Forster, Brampton
Brown, Edwd, Holywell st, Strand, Dealer in Boots. Aug 25 at 12, at offices of Murray, Gt St Helen's
Buley, Joseph, Tunbridge, Kent, Fishmonger. Aug 26 at 11, at the Angel Hotel, Tunbridge. Palmer
Burnett, Wm, Scarborough, York, Tinner. Aug 25 at 1, at offices of Williamson, Newborough st, Scarborough
Collins, Wm, Old town, Clapham, Fruiterer, Aug 21 at 1, at office of Debenham, Lincoln's inn fields
Cooper, Chas Hy, Sevenoaks, Kent, Tailor. Aug 24 at 12, at offices of Wild & Co, Ironmonger lane, Cheapside
Cottle, Jas John Harrington, Albert st, Regent's pk, Lieut. Aug 30 at 1, at the Law Institution, Chancery lane. Fereday, Bedford row
Creswick, Jas, Sheffield, Poulterer. Aug 21 at 4, at offices of Binney & Son, North Church st, Sheffield
Crossland, Geo, Darnall, Sheffield, Surveyor. Aug 24 at 2, at the Assembly rooms, Norfolk st, Sheffield. Parkin, Sheffield
Cuthbertson, John, Fras Joseph Forster, & Wm Mawson, Newcastle-upon-Tyne, Glass Bottle Manufacturers. Aug 21 at 11.30, at offices of Kidd & Co, Royal arcade, Newcastle-upon-Tyne
Dalton, Abraham, Poultry, Accountant. Aug 24 at 3, at offices of Bath, King William st. Bridger & Collins
Davies, Evan, Swansea, Glamorgan, Draper. Aug 22 at 11, at 10, Temple st, Swansea. Morris, Swansea
Dyson, Benj, Jas Shaw, Luke Shaw, & Sam Dyson, Elland, York, Manufacturers. Aug 23 at 11, at the Old Cock Hotel, Halifax. Norris & Foster
Eaton, Fredk Bond, Nuneaton, Warwick. Aug 22 at 3, at the County Court office, Coventry. Fluker, Symond's inn
Fisher, Joseph, Regent st, Umbrella Manufacturer, Aug 24 at 2, at the Guildhall Coffee house, Gresham st, Jennings, Leadenhall st
Fordham, Thos Geo, Commercial st, Spitalfields, Cabinet Maker. Aug 24 at 12, at the Guildhall Coffee house, Gresham st. Courtenay, Gracechurch st

Foreshaw, Robt, Tarbock, Lancashire, Licensed Victualler. Aug 23 at 3, at 11, South John st, Lpool. Thornley & Heaton, Lpool
Fricker, Hy Berkeley, Red Lion st, Wandsworth; Plumber. Aug 28 at 3, at offices of Marshall, Lincoln's inn fields
Gibson, Jas, Newcastle-upon-Tyne, Timekeeper. Aug 26 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
Greatorex, Fredk Arthur, Gt Malvern, Worcester, Hatter. Aug 25 at 12, at offices of Griffin, Bennett's hill, Birm
Harwood, Saml, Brooklyn rd, Shepherd's Bush, Stock Jobber. Aug 25 at 12, at offices of Courtenay & Croome, Gracechurch st
Higgins, Wm, Chippenham, Wilts, Ironmonger. Aug 21 at 12, at the Bear Hotel, Chippenham. Rawlings, Melksham
Hill, Edwin Hy, Birm, Chain Manufacturer. Aug 23 at 12, at office of Griffin, Bennett's hill, Birm
Hill, John, Swindon, Wilts, Contractor. Aug 23 at 2, at offices of Bradford & Foote, High st, Swindon
Hodgson, Jas, Jas Rees, & John Bather, Birkdale, nr Southport, Lancashire, Builders. Aug 22 at 12, at offices of Barker, Lord st, Southport
Jones, Joanna Matilda, Swansea, Glamorgan, Schoolmistress. Aug 25 at 1, at the Bush Hotel, High st, Swansea. Williams & Co, Newport
Jones, Rees, Brynmawr, Brecon, Contractor. Aug 23 at 2, at office of Jones, Frogmore st, Abergavenny
Lawrence, Hy, Lower Phillimore pl, Kensington, Chemist. Aug 22 at 2, at offices of Halse & Co, Cheapside
Lewis, Saml Hy, Wellington, Salop, Plumber. Aug 25 at 11, at the Bull's Head Hotel, New st, Wellington. James, Wellington
Llewellyn, Wm, Cardiff, Glamorgan, Lemonade Manufacturer. Aug 22 at 11, at offices of Morgan, High st, Cardiff
Palethorpe, Geo Hy, Nottingham, Packing Case Maker. Aug 27 at 12, at offices of Acton, Victoria st, Nottingham
Palframan, Robt, Dewsbury, York, Grocer. Aug 23 at 2, at offices of Chadwick & Son, Church st, Dewsbury
Phillips, John, Winchester, Hants, Lay Vicar. Aug 21 at 1, at offices of Morris, St Peter st, Winchester
Phips, John Ball, Cricklade, Wilts, Auctioneer. Aug 23 at 11, at offices of Bradford & Foote, High st, Swindon
Richard, Saml, Falmouth, Cornwall, Builder. Aug 29 at 1, at the Royal Hotel, Falmouth
Ridgway, Edwd, Commerce pl, Lansdowne rd, South Lambeth, Cowkeeper. Aug 29 at 3, at offices of Slater & Fannell, Guildhall chambers. Hewitt, Nicholas lane
Smith, John, York mews North Baker st, Portman sq, Riding Master. Aug 28 at 12, at offices of Pullen, Cloisters, Temple
Spencer, Robt Newport, Isle of Wight, Grocer. Aug 24 at 3, at office of Hooper, Newport
Stevens, Hy, Tring, Herts, Boot Manufacturer. Aug 22 at 12, at offices of Capel, Lincoln's inn fields. Bullock, Lincoln's inn fields
Stovold, John, King st, Covent garden, Grocer. Aug 28 at 12, at the Guildhall Coffee house, Gresham st
Taylor, John, Leeds, Cab Proprietor. Aug 25 at 2, at offices of Hardwick, Basinghall chambers, Basinghall st, Leeds
Taylor, Thos Browning, Bristol, Outfitter. Aug 23 at 12, at offices of Benson & Ellerton, Broad st, Bristol
Thurlow, Amos, Frederick pl, Caledonian rd, Hairdresser. Aug 23 at 4, at 31 Little Bell alley, Telegraph st
Tillstone, John Joseph, Crewley, Sussex, Grocer. Aug 29 at 12, at offices of Clumell, Gt Knightrider st, Doctors' Commons. Brandreth, Brighton
Trew, Chas, Hy, Elliott rd, North Brixton, Builder. Sept 7 at 2, at offices of Ditton, Ironmonger lane
Ward, John, Mosebury, Brentwood, Essex, Linen Draper. Aug 23 at 2, at 145 Cheapside. Duffield & Busby, Tokenhouse yd
Winter, Caleb Hobbs, Cheltenham, Gloucester, Coal Merchant. Aug 31 at 11, at Northfield house, North pl, Cheltenham. Potter, Cheltenham

TUESDAY, Aug. 15, 1871.

Algar, Joseph Fensome, & John Wood, Warrington, Lancashire, Woollen Drapers. Aug 25 at 11, at office of Davies & Co, Commerce chambers, Warrington
Allen, Patrick, Lpool, Tailor. Aug 28 at 2, at office of Chalmers, Fenwick st, Lpool. Frodsham & Nicholson, Lpool
Altree, Geo, Cannock, Stafford, Grocer. Aug 25 at 2, at offices of Glover, Park st, Walsall
Angus, Ann, Sunderland, Durham, Dealer in China. Aug 30 at 11, at offices of Skinner, John st, Sunderland
Bell, Joseph Wm, Newcastle-upon-Tyne, Confectioner. Aug 28 at 12, at offices of Keenlyside & Forster, St John's chambers, Grainger st West, Newcastle-upon-Tyne
Benson, John Hy, Manch, Joiner. Sept 5 at 3, at offices of Simpson, Dickinson st
Billson, Jas, Welford, Northampton, Baker. Aug 25 at 11, at offices of Jeffery & Son, Newland, Northampton
Brewster, Thos, Sunderland, Durham, Bacon Factor. Aug 28 at 11, at offices of Eglinton, Lambton st, Sunderland
Bretherton, Edwd, Gloucester, Provision Merchant. Aug 25 at 1, at the Bell Hotel, Gloucester
Broadhurst, Jas, Islip st, Kentish town, Brewer's Agent. Aug 29 at 12, at offices of Harrison, Furnival's inn, Holborn
Burke, Edwd, Upper st, Islington, Dealer in China. Aug 28 at 2, at offices of Barnett, New Broad st
Burnley, Sam, Littletown, Birstal, York, Spinner. Aug 29 at 11, at the Black Bull Hotel, Mirfield. Hargreaves, Bradford
Butler, John, Brandon st, Walworth, Grocer. Sept 5 at 3.30, at the Queen's Head Hotel, High st, Borough
Capp, Joseph, Pirbright, Surrey, Gent. Aug 25 at 2, at office of Dubois, Gresham bldgs, Basinghall st. Maynard, Cliffords inn
Chappell, Thos, Bishop's Hull, Somerset, Butcher. Sept 4 at 11, at office of Trenchard, Taunton
Courtis, Wm, Park crescent, Stockwell, Clerk. Aug 28 at 2, at offices of Birchall & Rogers, Southampton bldgs, Chancery lane
Dallimore, John Wm, Fareham, Hants, Contractor. Aug 25 at 4, at 145 Cheapside, London. Goble, Fareham
Deacon, Matthew, North Shields, Northumberland, Ironmonger. Aug 26 at 10, at offices of Kidd & Co, Royal arcade, Newcastle-upon-Tyne
Dennison, Jas, Halifax, York, Woollen Manufacturer. Aug 25 at 12, at offices of Wavell & Co, George st, Halifax
Dyche, Wm Chas, Burton-on-Trent, Stafford, Commercial Traveller. Aug 26 at 11, at the George Hotel, Burton-on-Trent. Perks, Burton-on-Trent
Errey, Thos Jenner, East Hoathley, Sussex, Grocer. Aug 30 at 1, at the Guildhall Coffee house, Gresham st
George, Richd, Bath, Gardener. Aug 28 at 12, at offices of Ricketts, Paragon
Godfrey, Fredk, Taunton, Somerset, Coach Builder. Aug 28 at 11, at the County Court Office, Taunton
Goldberg, Abraham, London st, Tailor. Aug 29 at 2, at offices of Peddell, Guildhall chambers, Basinghall st
Goldsmith, Joseph, Snodland, Kent, Journeyman Millwright. Aug 30 at 3.30, at the Queen's Head Hotel, Snodland. Goodwin, Maidstone
Graham, Jas, Worcester, Draper. Sept 2 at 11, at office of Rea, Foregate st
Hadfield, Wm, Bolton, Lancashire, Boiler Maker. Aug 29 at 2, at office of Ryley, Mawdsley st, Bolton
Hammond, Geo, Ordsall, Notts, out of business. Aug 29 at 12, at the White Hart Hotel, Bridge gate, East Retford. Mee & Co, East Retford
Hardwicke, Edwd, Mark lane, Glycerine Dip Manufacturer. Aug 31 at 3, at offices of Bellamy & Streng, Bishopsgate st Within
Harris, John Bateman, Chisledon, Wilts, Builder. Aug 23 at 12, at offices of Kinnair & Tombs, High st, Swindon
Harrison, Wm, Leeds, Cab Proprietor. Aug 28 at 2, at office of Hardwick, Basinghall chambers, Basinghall st, Leeds
Hayes, John, Wigan, Lancashire, Blacking Manufacturer. Aug 25 at 3, at office of France, Churchgate, Market pl, Wigan
Hebb, Geo Wrigglesworth, Minting, Lincoln, out of business. Aug 29 at 11, at office of Tweed, Saltergate, Lincoln
Hodgkinson, Thos, Ettley heath, Chester, Coal Merchant. Aug 30 at 11, at the Koyal Hotel, Crewe. Cooper, Congleton
Lewis, Abraham, Newcastle-upon-Tyne, Jeweller. Aug 28 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
Lloyd, Nathnl & John Chatteris, Manch, Calico Printers. Aug 26 at 4, at 46 George st, Manch. Leigh, Manch
Marshall, Andrew, Lpool, Merchant. Aug 31 at 2, at 14 Cook st, Lpool. Deane, Lpool
Matthews, Humphrey, Wigton, Cumberland, Millwright. Aug 28 at 11, at office of Carrick, Wigton
Millington, John, Ripley, Derby, Grocer. Aug 29 at 11, at the Thorn Tree Inn, Ripley. Cursham, Nottingham
Mitchell, Zachariah, Taunton, Somerset, Bricklayer. Aug 26 at 12, at offices of Reed & Cook, Paul st, Taunton
Neatherway, Edwd Hy, West end road, Tottenham, Clerk. Aug 22 at 11, at office of Harris, High st, Barnet
Newton, Hy Williamson, Taunton, Somerset, Cooper. Sept 5 at 11, at office of Trenchard, Taunton
Olliver, Thos Stammer, Portslade-by-Sea, Sussex, Labourer. Aug 31 at 3, at office of Mills, Bond st, Brighton
Rayner, Wm, jun, Sheerness, Kent, Chemist. Aug 25 at 3, at offices of Copland, Edward st, Sheerness
Rees, Wm, Tycanoe, Carmarthen, Farmer. Aug 28 at 11, at the Cross Inn Hotel, Cross Inn, Carmarthen. Bishop, Llandilo
Robertson, John Wylie, Wrexham, Denbigh, out of business. Aug 31 at 12, at office of Rymer, Hope st, Wrexham
Roe, Jas, Cavendish st, New North road, Watch Case Maker. Aug 31 at 2, at office of Comfort, Grecian chambers, Devereux ct, Temple. Bartlett, Chandos st, West Strand
Sharpe, Jas, Milford, Derby, out of business. Sept 1 at 4, at offices of Briggs, Full st, Derby
Shrewsbury, Jas, Lpool, Publican. Aug 29 at 12, at the Clarendon Rooms, South John st, Lpool. Bartley, Lpool
Stanner, John, Whipsnade, Beds, Farmer. Aug 28 at 2, at offices of Benning, West st, Dunstable. Lawrance & Co, Old Jewry chambers
Stephenson, Geo, Crowle, Lincoln, Grocer. Aug 26 at 10, at the Angel Hotel, Doncaster. Hargreaves, Bradford
Sydenham, Chas St Barbe, Brushford, Somerset, Clerk in Holy Orders. Sept 5 at 1.30, at the Angel Hotel, Tiverton. Rogers
Thorley, Joseph, Booth lane, nr Sandbach, Chester, Collecting Agent. Aug 28 at 3, at the Wheatsheaf Hotel, Sandbach. Garside
Turner, Richd Hudson, Everton, nr Lpool, Teacher. Aug 25 at 12, at offices of Theobald's & Co, South Castle st, Lpool
Walker, Ralph Dearlove, Heaton Norris, Lancashire, Chemist. Aug 28 at 3, at office of Reddish & Lake, Gt Underbank, Stockport
Watts, Hy, St John st, West Smithfield, Engineer. Aug 21 at 12, at office of Beesley, Bedford row. Davis, Bedford rd
Webster, Hy, Gt Yarmouth, Norfolk, Wheelwright. Sept 2 at 12, at office of Palmer, South quay, Gt Yarmouth
Wilson, Hy, Norland ter, Notting hill, Fancy Stationer. Sept 6 at 3, at office of Webb, Austin friars
Winnington, Abram Allen, Witton, Cheshire, Grocer. Aug 28 at 3, at the Royal Hotel, Crewe. Bent & Tremewen

Edgware-road.—Leasehold House near Hyde Park, producing a net rental of £72 per annum, on lease, with considerable reversion.

MESSRS. DENT & SON will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, City, on FRIDAY, AUGUST 25, at TWELVE for ONE, the LEASEHOLD PRIVATE HOUSE, No. 21, Edgware-road (late No. 11, Connaught-terrace), containing twelve rooms and the usual conveniences, let on repairing lease to the occupier for 21 years from Midsummer, 1866, at £84 per annum. Held by lease from the Bishop of London and his trustees for a term of which 38 years are unexpired, at £12 per annum.

Particulars and conditions of sale may be had on the premises; at the place of sale; of

Messrs. J. G. LANGHAM & SON, solicitors, 44a, Robertson-street, Hastings, Sussex; of

Messrs. BLAKER & SON, solicitors, Lewes, Sussex; of

Messrs. LAWRANCE & Co, solicitors, 14, Old Jewry-chambers, Cheapside, London;

and of Messrs. DENT & SON, surveyors and land agents, 35, Great James-street, Bedford-row, London, W.C.

Three Freehold Houses.—Chelsea.

MESSRS. DENT & SON will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, City, on FRIDAY, AUGUST 25, at TWELVE for ONE, THREE FREEHOLD PRIVATE HOUSES, Nos. 18, 19, and 20, on the West side of Riley-street, Chelsea, near to the Battersea bridge and boat pier, and a turning out of the King's-road; let at rents amounting to £74 per annum, the tenants paying all rates and taxes (except sewers rate, land tax, and insurance).

Particulars and conditions of sale may be had on the premises; at the place of sale; of

Messrs. J. G. LANGHAM & SON, solicitors, 44a, Robertson-street, Hastings, Sussex; of

Messrs. LAWRANCE & Co, solicitors, 14, Old Jewry-chambers, E.C.;

and of Messrs. DENT & SON, surveyors and land agents, 35, Great James-street, Bedford-row.

Finchley.—Superior Long Leasehold Detached Villa Residence, most conveniently arranged and in excellent order; a short distance from the Finchley and Hendon Station on the Edgware, Highgate, and London Line, and close to the New Line to Barnet now in progress.

MESSRS. DENT & SON will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, AUGUST 25, at TWELVE for ONE, the above RESIDENCE, No. 1, The Crescent, Finchley, being the corner of the Finchley-road and Alexandra-grove, now in the occupation of the owner, but of the estimated annual value of £75; held by lease for a term of 99 years from Lady-day, 1867, at a ground rent of £13 per annum. It contains six bed rooms, three reception rooms, and the usual domestic offices; large garden in the front and rear.

Particulars and conditions of sale may be had on the premises; at the place of sale; of

Messrs. EADEN, HARRIS & KNOWLES, 15, Sidney-street, Cambridge; of

R. S. GREGSON, Esq., Angel-court, Throgmorton-street, City; and of Messrs. DENT & SON, surveyors and land agents, 35, Great James-street, Bedford-row, W.C.

Sussex.—One of the most perfect and beautifully situate Mansions in the county, surrounded by about 63 acres of grounds and park.

MESSRS. WILSON BROTHERS will SELL, at the MART, Tokenhouse-yard, City, on THURSDAY, AUGUST 24th inst., at ONE o'clock precisely (unless an acceptable offer be previously made by private contract), the proverbially beautiful PROPERTY, known as The Frankiands, 1½ mile from Hayward's-heath Station, Sussex, and comprising the modern mansion, erected regardless of cost, surrounded by charming grounds, gardens, and park meadows of about 63 acres. The residence is replete with every convenience for a family of position, there are capital outbuildings and stabling, excellent gardens and grounds, vineries, peach, orchard, and other houses, 180 feet in length. The views surrounding the property surpass description. The whole forming the beau ideal of a country seat.

Particulars of

Messrs. WOODS & DEMPSTER, solicitors, 64, Ship-street, Brighton; or at the Auctioneers' Offices, 17, South Audley-street, London, W.

Monmouthshire.—An important Freehold Residential and Agricultural Estate of 341a. 3r. 39p., situate in one of the most picturesque positions in this favourite district, about four miles from Raglan Castle, eight from Tintern Abbey, five from Usk, seven from Monmouth, 12 from Chepstow, and 2½ miles only from Raglan-road Station. The surrounding and distant scenery, formation of the land, growth of ornamental timber, streamlets of water, and other natural features of value and attraction render this estate unquestionably one of the most desirable in the county.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, on TUESDAY, AUGUST 29, at TWO, in one lot, the attractive FREEHOLD ESTATE (small part copyhold), known as Court St. Lawrence, consisting of a gentleman's moderate-size residence, situate upon an eminence, in a commanding position, overlooking much of the finely timbered, undulating, park-like and well-watered valley, which open out to the south; stabling for five horses, double coach house, cow shed, kennel, piggeries, lawn, and kitchen garden, farm buildings, detached homestead, cottages, well-timbered and ornamentally wooded park-like lands, arable, pasture, and woods—in all 341a. 3r. 39p., let on lease to a responsible tenant. There is capital shooting, the neighbourhood is well hunted, and the far-famed salmon rivers, the Usk and Wye, are not far distant.

Particulars of

J. H. SKYRME, Esq., solicitor, Ross, Herefordshire; of

T. FORTUNE, Esq., solicitor, 2, Serjeants'-inn, Fleet-street;

at the principal hotels of the district; at the Mart; and of Messrs. DEBENHAM, TEWSON, & FARMER, auctioneers, 80, Cheapside.

Bermondsey.—Valuable Leasehold Estates, comprising 132 Dwelling houses, Shops, and Premises, situate in Nelson-street, Charlotte-row, West-street, West-place, Edmund-street, and Albert-place, Bermondsey, held on lease for an unexpired term of 86 years, at ground-rents amounting to £900 per annum, and let at rentals producing upwards of £2,450 per annum.

MESSRS. DRIVER have received instructions from the Mortgagees to offer for SALE by AUCTION, at the MART, Tokenhouse-yard, London, on FRIDAY, AUGUST 25, at TWO o'clock precisely, in one or four lots (unless an acceptable offer by private contract be previously made), the above PROPERTIES.

Particulars of

Messrs. SUTTON & OMMANNEY, solicitors, 80, Coleman-street; and of Messrs. DRIVER, surveyors, land agents, and auctioneers, No. 4, Whitehall, London.

Tregenna Castle Estate, St. Ives, Cornwall. A very valuable and important Freehold Property. Tregenna Castle is a very superior mansion, charmingly placed on an eminence, in its own park-like grounds, facing the Atlantic, and commanding extensive views of the town, harbour, and magnificent bays of St. Ives. It is well screened by woods and plantations, and as a summer and autumn residence is unequalled, and, being most substantially constructed of granite, is exceedingly warm and comfortable as a winter residence. It contains vestibule and hall, capital dining and drawing rooms, library, conservatory, billiard room, breakfast and school rooms, principal and secondary staircases, 20 bed and dressing rooms, bath room, and numerous water-closets, day and night nurseries, and other accommodation, all necessary domestic offices, and most extensive cellarage. The entire premises are in thorough order and repair. The mansion is completely furnished, and by arrangement a purchaser might take the furniture at a valuation. Adjoining are coach houses and extensive stabling and home farm buildings, all built of granite, and comprising accommodation sufficient for the establishment in every respect. There are also numerous lofts, and large sleeping and other rooms for men servants. There are two kitchen gardens, well stocked grapery, forcing pits, enclosed laundry ground, &c. The pleasure grounds, shrubberies, and home grounds are well laid out in walks and drives. Among the evergreens are flowering shrubs, rhododendrons and hydrangeas in great luxuriance; and in a glen within the pleasure grounds are a variety of ferns of rarity and beauty. Tregenna Castle and park, with its appurtenances and some grass lands adjoining being in hand, immediate possession can be had. Adjoining and surrounding are farms and other lettings, with farmhouses, comprising, with the woods and lands in hand, about 450 acres, and in and about the town of St. Ives there are several public houses, dwelling houses, cottages, and detached lands, producing, exclusive of the castle lands and woods in hand, about £1,150 per annum. In addition are the manors of Dinas Is and Porthea, comprising a large number of dwelling houses, public houses, and cottages, and forming a considerable portion of the town, which are let on leases determinable with lives, at an aggregate rental of about £225 per annum, the rack rental value of which upon the dropping of the lives will, at a moderate estimate, be £5,000 per annum. There is much mineral in various parts of the estate, and from the tin mines, now working at a royalty, a very large income has been derived. Tregenna Castle is about four miles from the Hayle Station, on the West Cornwall Railway, and thus is easily accessible.

MESSRS. DRIVER are instructed by the Owner to prepare for the SALE by AUCTION of the above PROPERTY, in One Lot, at the MART, London, on TUESDAY, the 31st OCTOBER, 1871. Mr. Williams, at the Manor office, St. Ives, will show the property.

The mansion to be viewed by cards only, to be had, with particulars, which are preparing, of

Messrs. COODE, KINGDON & COTTON, solicitors, 7, Bedford-row, London; of

Messrs. BORLASE & MILTON, solicitors, Penzance;

and of Messrs. DRIVER, surveyors, land agents and auctioneers, No. 4, Whitehall, London.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

MESSRS. CADLE & BUBB'S LAND and ESTATE REGISTER of town and country residences, shooting and fishing quarters, can be obtained on the 1st of each month on application at the West Midland and South Wales Land Improvement and Agency Offices, 52, Chancery-lane, London, E.C., and Clarence-street, Gloucester.
